The Bombay Gazette.

No. 7,015.—New Series. BOMBAY :—WEDNESDAY, AUGUST 2, 1871. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs. 52 0
——— including postage	„ 72 0
For half year in advance, delivered in Town	„ 28 0
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Ten Lines and under

First insertion	Rs. 5 0
Second Ditto	„ 2 8
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Fourth and succeeding insertions	„ 0 2½ As.

per line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per line.
Second Ditto	4½ „ „
Third and succeeding	2½ „ „

In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship SATTARA, 1,237 Tons, 250 H.P., Commander J. J. Ballantine, will be despatched on TUESDAY, the 15th Aug., at noon.

	Aug.		August.
Leave BOMBAY	15	Leave Pondichury	27
„ Carwar	17	„ Madras	29
„ Narrakel	19	„ Coconada	31
„ Allepey	20		Sept.
„ Tuticorin	21	„ Vizagapatam	1
„ Colombo	22	„ Bimlipatam	1
„ Galle	23	„ Gopaulpore	2
„ Negapatam	26	„ False Point	3
		Arrive CALCUTTA	4

During the S. W. Monsoon, viz., from the beginning of June to the end of August, the Steamers do not communicate with the ports of Mangalore, Cannanore, Calicut and Cochin, but passengers for the Neilgherries may be landed at Narrakel, six miles north of Cochin, from whence they may proceed by back water to stations on the Madras Railway.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF via KURRACHEE.

Interchanging Cargo and Passengers at Bussora, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

The Steam Ship INDIA, 1,010 tons, 200 H. P., Commander R. L. Turner, will be despatched on SATURDAY, the 5th August, 1871, at noon.

	Aug.		Aug.
Leave BOMBAY	5	Leave BUSSORAH	25
„ Kurrachee	9	„ Fao	25
„ Guadur	10	„ Bushire	26
„ Muscat	12	„ Linga	31
			Sep.
„ Bunder Abbas	14	„ Bunder Abbas	1
„ Linga	16	„ Muscat	3
„ Bushire	18	„ Guadur	5
„ Fao	20	„ Kurrachee	9
Arrive BUSSORAH	21	Arrive BOMBAY	12

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every SATURDAY, at noon.

The Steam-ship KURRACHEE, 510 Tons, 120 H. P., Commander A. Cottier, will be despatched on SATURDAY, the 12th August 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).

ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA.

The regular Steamers leave

GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES,

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.		3rd Class.	
To Aden	£22	£15	Including Wines.	£4	Without Food.
Suez	36	22		8	
Port Said	38	24		9	
Alexandria	39	25		9-10	
Messina	45	32		12	
Naples	47	33		13	
Leghorn	50	34		14	
Genoa	50	34		14	
Marseilles (transhipment at Genoa)	52	35		14-10	

Children under 3 years, free of charge.
Children not above 10 years, half fare.
Next Steamers from Bombay,

ARABIA, on FRIDAY, 1st SEPTEMBER, 1871.
PERSIA, on SUNDAY, 1st OCTOBER, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 1st August 1871.

AUSTRIAN LLOYDS STEAM NAVIGATION COMPANY.

MONTHLY LINE of STEAMERS BETWEEN BOMBAY and TRIESTE via SUEZ CANAL.

THE Company intends to despatch a Steamer from TRIESTE to BOMBAY in September, which will leave Bombay on the return voyage about 10 days after arrival here. These Steamers have limited accommodation for a small number of Passengers. The rates for Cabin Passengers include food and table wine transit through Egypt, and free conveyance of 3 cwt. luggage. For Baggage in excess £4 per Ton is charged.

PASSENGER RATES FROM BOMBAY:

	Cabin.	Deck with Food.
To Aden	£16	£ 7-13
To Suez	£28	£13- 7
To Port Said	£30	£14- 6
To Trieste	£40	£19- 0

Cargo taken for Trieste, also for Venice, Constantinople, and Odessa, Aden, Egypt, England and the Continent generally.

THERE is also a weekly service by MAIL STEAMERS between Alexandria and Trieste, and *vice versa*, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a coasting trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ to 5 days, and the Company's best Steamers are employed on this Line, which are built expressly for this service, with special regard to the accommodation and comfort of passengers, and have each an experienced Surgeon on board. At Trieste the traveller to England has an extensive choice of picturesque and interesting routes, occupying from three days six hours to five days to London, at an expense varying from £7 to £13.

Passengers by the P. & O. Co.'s steamers to Suez can have their baggage forwarded by that Company's steamers from Alexandria to Southampton, at a charge of 10s. per cwt., for the regulated allowance of 3 cwt., and of 20s. per cwt. for excess weight, (both exclusive of transit through Egypt), to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned grants also passage tickets for the steamers plying between Alexandria and Trieste, and for the railway between Suez and Alexandria.

PASSENGER RATES from ALEXANDRIA to TRIESTE.

First Class............£13 | Second Class............£9

Children under 10 years at Half Fare; under 2 years, Free.

REDUCED FARES for FAMILIES, consisting of not less than 3 adult members travelling together:—First Class, £10-16 per head; Second Class, £7-10 per head.

Personal Baggage allowed Free: 1st Class 200 lbs., 2nd Class 130 lbs., overweight 10s. per 100 lbs.

Railway tickets, from SUEZ, to ALEXANDRIA, with all the privileges of passengers by the P. & O. Co:—First Class, £3; Second Class, £2. Children over 3 and under 10 years at Half Fare. Free Baggage 1st Class 3 cwt., 2nd Class 200 lbs., overweight 7s. per cwt.

In conjunction with the Austrian Lloyd, Cargo for Trieste and Venice can be booked through from Bombay by the P. & O. Co., and the Bombay and Bengal Steam Ship Co., and via Bombay from the various ports touched at by the steamers of the British India Steam Navigation Company.

TRANSHIPMENT SERVICE AT PORT SAID.

GOODS for Trieste, Venice, Odessa, and Ports on the Syrian, Turkish and Greek Coasts, shipped by Steamers under any Flag whatever from Japanese, Chinese and Indian Ports bound to Mediterranean or British Ports, via Suez Canal, are received and transhipped by the Austrian Lloyd's Agent at Port Said, and forwarded to their destination by the Company's regular lines of Steamers.

For further particulars, and for freight and passage apply to the Agency of the Austrian Lloyd's Steam Navigation Company.

A. C. GUMPERT, Manager.

Bombay, 12, Medows Street, 1st August 1871.

QUICK STEAM PASSAGE from LIVERPOOL.—The NEERA, s.s., Captain Coburn, which arrived at Bombay lately, via the SUEZ CANAL, made the shortest passage upon record. She called at Port Said and Suez, but was only twenty-seven days and a half under Steam from Liverpool to Bombay, including stoppages in the Canal. She took out 1,100 tons of Cargo and had 1,50) tons of Messrs. Hancock and Scott's Welsh Hartley Main Steam Coal on board when she left Liverpool.

JOB PRINTING in all its BRANCHES.—Ornamental Printing in Colours and in Gold. Bills, Broadsides, Theatrical and Musical Programmes, Cards of all descriptions, Banking and Mercantile Ledgers, Memo. Heads, &c., &c., Machine-ruling and Paging, and Bookbinding. Estimates forwarded on application to the Manager.

SHIPPING.

OVERLAND ROUTE.

On Tuesday, the 8th August, at 3 p.m., from Mazagon.

THE P. & O. Co.'s s. s. BARODA, (1,873 tons, and 450 H.P.) Captain W. B. Hall, will LEAVE for SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 a.m. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 p.m., precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows:—

To BRINDISI	First Class Rs. 600		Second Class Rs. 300
To SOUTHAMPTON.	„ „ 650		„ „ 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. ELLORA, (1,727 tons, and 300 H.P.), Captain G. N. Hector, will be despatched for the above Ports on WEDNESDAY, the 2nd Aug., leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras, Calcutta, and Australia.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 a.m. on Tuesday, the 1st proximo.

G. F. HENRY, Superintendent.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to

Class.	Rewas.	Dhurumtur.	Oorun.	Hog Island.	Oolwa.
	Rs. A.	Rs. A.	Rs. A.	Rs. A.	Rs. A.
First Class	2 0	3 0	2 0	2 0	3 0
Second Class	0 12	1 0	0 8	0 12	0 12
Third Class	0 6	0 8	0 4	0 6	0 9

The Rewas and Dhurumtur Ferry Steamer leaves Carnac Bunder daily at 8 a.m., and Dhurumtur at 1 p.m. The Oorun, Hog Island, and Oolwa Ferry Steamer leaves Carnac Bunder daily at 8-30 a.m., and Oolwa at 1 p.m. Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

No. 33, Meadow Street, Bombay.

PHOTOGRAPHIC REQUISITES.

BULL & Co. have just received a consignment of CHEMICALS prepared expressly for the PHOTOGRAPHIC ART.

- BEST ALBUMINIZED PAPER.
- NITRILATE OF SILVER, in 1 oz. Tubes.
- GLACIAL ACETIC ACID (solid at 50°).
- PYROGALLIC ACID, in 1 oz. coloured Bottles.
- CITRIC ACID, in 4 oz. Bottles.
- IODIDE OF POTASSIUM, in 1 oz. stoppered Bottles.
- BROMIDE OF CADMIUM.
- IODIDE OF CADMIUM.
- CHLORIDE OF GOLD, 15 gr. Tubes.
- NEGATIVE COLLODION (Thomas's).
- Do. VARNISH (Do.)
- HYPOSULPHITE OF SODA, in 1 and 2 lb. Bottles.
- PROTOSULPH IRON, in 1 lb. Bottles.
- LITMUS TEST PAPER BOOKS, Red and Blue.
- ARGENTOMETERS (for testing Silver Solutions).

&c. &c. &c.

LAMPS.

	Cash. Rs. a.	Credit. Rs. a.
Tucker's Solar Lamp (complete)	10 0	12 8
Ditto Wall Lamps do	4 0	5 0

THE RAILWAY READING LAMP.

(Shuts up) used with Candles	6 0	7 0

LANTERNS.

Hand Lantern with plate Glass and Patent Reflector.	4 0	5 0

THE LOVERS' LAMP.

The cleanest, cheapest, and best Night light, with box of wicks	3 14	4 8

CHUBB AND SONS' JAPANNED CASH, DEED, AND DESPATCH BOXES.

Cash Boxes (duplicate keys) from	14 upwards.
Deed, Despatch, &c. do. „	22 upwards.

RAIN GAUGES.

With 5 inch Copper Funnel and Graduated Measure.	12 0	14 0

FRESH DORSET BUTTER.

Received Overland.

In Tins of 1 lb.	1 4	1 8
Do. 2 lbs.	2 6	2 14

OX TONGUES.

In Canvas, each	3 12	4 4

HERRINGS.

(By Moir.)

Superior Red Herrings, in 6 lbs. Tins	2 0	2 4

BASS' PALE ALE.

Bottled by Stone, qts. per doz	5 12	6 8
Do. do. pts. per doz	3 12	4 4

STOUT.

Guinness's Stout, pts. per doz	3 12	4 4

COMMAN'S TOOTH PASTE.

Comman's Areca Nut Tooth Paste, 2s. size	1 4	1 8

BULL AND COMPANY, GENERAL MERCHANTS.

NOW READY,

THE INDIAN TRAVELLERS' GUIDE FOR AUGUST.

PRICE—EIGHT ANNAS.

CONTAINING, besides the other usual information, the latest alterations on the several lines of railway and in the running of the Local Trains between Bombay and Bandora.

The Guide, having a large circulation amongst travellers, by rail and otherwise, is a most effective medium for advertisements.

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Scale of Fares for Shigrams, Buggies, &c., in Bombay.
Scale of Fares for Palanquins.
Scale of Fares for Boats for Bombay Harbour.

May be had at the Bombay Railway Termini, to and the following—

Agents—

Bombay and Poona:—Messrs. Chesson and Woodhall.
Bombay:—Messrs. Thacker, Vining & Co.
Poona:—Messrs. Treacher & Co., and Railway Bookstall
Alexandria:—Messrs. D. Robertson and Co.
London:—Mr. G. Street, 30 Cornhill.

McCABE'S WATCHES.

CAUTION TO PURCHASERS.

Watches of very inferior quality NOT made by JAMES McCABE, but fraudulently marked with his name, are now being offered for sale in India and elsewhere. Purchasers are advised to exercise caution, and to buy only of respectable traders, or to remit direct by Bank draft or otherwise. Price Lists forwarded on application, post free.

32, Cornhill, London. JAMES McCABE.

NEW ADVERTISEMENTS.

NOTICE.—CONSIGNEES per ship CITY of VIENNA, arrived from Glasgow, are requested to DESPATCH BOATS at once to TAKE DELIVERY of their respective Goods; otherwise the same will be landed by the Captain, without further intimation, at the risk and expense of the concerned.

W. NICOL & Co., Agents.

Bombay, 1st August 1871.

NOTICE.—THE INDIAN ECONOMIST OFFICE and PRESS are THIS DAY OPENED at No. 2 Marine Lane, Fort.

The *Economist Press* executes Printing and Lithographing in English and the Vernaculars; Ruling, Numbering, and Perforating; Copper-plate Printing and Engraving; Seal Engraving; Vellum Engrossing; Book-binding, &c., &c.

Printing Materials made, kept on hand, and procured to Order.

R. KNIGHT & Co.

Bombay, 1st August 1871.

Mr. G. L. F. CONNELL is hereby authorized to SIGN for our FIRM per procuration.

R. KNIGHT & Co.

NOTICE.—An ADJOURNED ORDINARY GENERAL MEETING of the SHAREHOLDERS of the PORT CANNING LAND COMPANY (Limited) will be HELD at the Registered Office of the Co., No. 3, Dean Lane, Fort, on WEDNESDAY next, the 2nd day of August, instant, at 3 o'clock p.m., for the following purposes, viz:—

1st. To pass the Accounts of the Company.
2nd. To elect Directors and Auditors.

By order of the Board of Directors,
FURDOONJEE M. BANAJEE, for Secretary.

Bombay, 1st August 1871.

THE COLABA PRESS COMPANY (Ld.)—NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the COLABA PRESS COMPANY (Limited) will be HELD at the Registered Office of the Company, Elphinstone Circle, on THURSDAY, the 10th August 1871, at 3 o'clock p.m., to transact the following business:—

1. To receive the Directors' Report and Statement of Accounts to 30th June 1871, and to declare a Dividend.
2. To appoint an Auditor for the ensuing year, and to fix his remuneration.
3. To appoint Directors in the place of those who retire by rotation, and to consider any other business that may be brought before the Meeting.

By order of the Board of Directors,
For the London, Asiatic, and American Company (Limited),
A. E. ASHLEY, Joint Manager,
Secretaries.

Bombay, 1st August 1871

N. B.—The TRANSFER BOOKS will be CLOSED from THIS DATE to 10th AUGUST 1871.

EAST INDIA PRESS COMPANY (Limited).—NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the SHAREHOLDERS of this COMPANY will be HELD at the Office, in Rampart Row, on WEDNESDAY, the 2nd of August 1871, at 3 p.m., for the following purpose:—

1—To pass the Directors' Report and Balance Sheet made up to 30th June 1871.
2—To declare a Dividend.
3—To appoint a Director in the place of Mr. Narronjee Mooljee, who retires by rotation, but is eligible for re-election.
4—To appoint Auditors and to fix their remuneration.

By order of the Directors,
A. C. BRICE & Co.,
Secretaries and Treasurers.

Bombay, 13th July 1871.

N.B.—The TRANSFER BOOKS of the Company are CLOSED from THIS DAY to the 3rd AUGUST, inclusive.

EAST INDIA PRESS COMPANY (Limited).—NOTICE is hereby given, that the MEETING of the SHAREHOLDERS of this Company, advertised to be held this day, is hereby POSTPONED, and will be held on WEDNESDAY, the 16th day of August 1871, at 3 p.m.

By order of the Directors,
A. C. BRICE & Co.,
Secretaries and Treasurers.

2nd August 1871.

SUN FIRE OFFICE.

Established 1710.

POLICIES opened on WAREHOUSES and SHOPS, MERCHANDISE, DWELLINGS, HOUSEHOLD FURNITURE, and other insurable property, in Bombay and the Mofussil, at current rates, by PEEL, CASSELS, & Co., Agents.

PURE COCOANUT OIL FOR THE HAIR,

Thoroughly deprived of odour, and then perfumed.

Per Bottle, Rs. 3.

D. S. KEMP & Co.

J. NEUBERG, GENERAL MERCHANT AND COMMISSION AGENT, BOMBAY.

CLARET,

By Th. Biche Latour, of Bordeaux.

			Rs. a.
MEDOC VIEUX, Breakfast Wine	per doz.	qts.	10 0
Do do	do	pts.	6 0
PAUILLAC, superior quality	do	qts.	12 0
Do do	do	pts.	6 8
MARGAUX, a very good Dinner Wine	do	qts.	16 0
CHATEAU LEOVILLE	do	qts.	16 0
St. JULIEN	do	qts.	18 0

Sole Importer in Bombay, J. NEUBERG.

BURGUNDIES,

By J. Poidevin Pere, of Beaune.

			Rs.
MONTRACHET, 1862	per doz.	qts.	48
CHEVALIER MONTRACHET, 1864	„		42
CARTON	„		36
POMMARD	„		28
SAVIGNY	„		25
BEAUNE	„		18
Do		pts.	10

Sole Importer in Bombay, J. NEUBERG.

GERMAN WINES,

By H. & G. Hirsch, of Mayence on the Rhine.

STILL HOCK.

			Rs.
HOCHHEIMER	per doz.	qts.	26
Do			48
MARCOBRUNNER	„		41
NEROBERGER	„		38
LIEBFRAUMILCH	„		35
RAUENTHALER	„		34
RUDESHEIMER	„		26
OPPENHEIMER	„		21

Sole Agent in Bombay, J. NEUBERG.

SPARKLING MOSELLE.

NONPAREIL	per doz.	qts.	Rs. 28
Do	„	pts.	„ 15

J. NEUBERG.

MEERSCHAUM PIPES,

PLAIN AND SILVER MOUNTED,
From Rs. 2 to Rs. 175.

THE NEW
CHARCOAL PIPES,
With cherry stem and horn, or goose-bone, mouth-piece,
Cash Re. 1; Credit Re 1-2.

BRIAR ROOT PIPES,
With horn or amber mouth-pieces,
From Ans. 12 to Rs. 20.

TREACHER & Co. (Limited).

BASS' PALE ALE,

Bottled by Cameron & Saunders.

Supplies of this fine Beer just received in capital condition.

	Cash. Rs. a.	Credit. Rs. a.
Quarts, in original cases of 4 dozen, per dozen	5 12	6 4
Pints, in original casks of 8 dozen, „	3 12	4 0

Extra charge for selection and re-packing, per dozen, Quarts as. 4; Pints as. 2.

TREACHER & Co. (Limited).

HOUSES, &c., TO LET.

TO LET, STABLING for CARRIAGES and HORSES.—Apply to BUCHANAN & Co., House Agents

17, Church Street.

TO BE LET, one large and one small ROOM, adjoining, suitable for Offices.

8, Rampart Row. KILLICK, NIXON, & Co.

TO BE LET, a large spacious HOUSE, situate RAMPART ROW, No. 22, formerly in the occupation of Messrs. Rogers & Co.—Apply to RUTTONJI FURDUNJI, at Menesse & Co., Auctioneers.

TO LET, a spacious two-storied HOUSE, at the corner of Church Gate Street, opposite the Cathedral and adjoining the "Times of India" Office.

The commodious HOUSE in Rampart Row, Fort, lately occupied by the National Bank of India.

A large HOUSE in Military Square, Fort, lately in the occupation of the "English Hotel."

Several APARTMEMTS fit for Offices, in Church Gate Street.

A spacious Godown in Church Lane, Fort.

Several APARTMENTS fit for Dwellings, in Tod Street, Fort.

Two BUNGALOWS at Lower Colaba.

One BUNGALOW at Mazagon, situated on the property known as "Unjeer-Baug."

The PREMISES on the Breach Candy Road, lately occupied by Mr. Harry Hibbert.

The well-known BUNGALOW at Bandora Point, called the "Land's End."

A commodious BUNGALOW at Poona, Civil Lines, the former residence of the Lord Bishop of Bombay.

One BUNGALOW at Poona, Civil Lines, near the Railway Station.

For the October Season.—A BUNGALOW at MATHERAN (with Furniture), situated on one of the best sites of the Hill, and commanding an excellent view.

Apply to NANABHOY BYRAMJEE JEEJEEBHOY, at the Office of the Honorable Byramjee Jeejeebhoy.

FRAUD.

On the 27th June, 1866, MOTEEWALLAH, a Printer, was convicted at the Supreme Court, Calcutta, of counterfeiting the

LABELS

Of Messrs. CROSSE and BLACKWELL,

London, and was sentenced by Mr. Justice Phear to TWO YEARS' RIGOROUS IMPRISONMENT;

And on the 30th of the same month, for

SELLING SPURIOUS ARTICLES

Bearing Labels in imitation of Messrs. CROSSE and BLACKWELL'S, Shaik Bachoo was sentenced, by the Suburban Magistrate at Sealdah, to

TWO YEARS' RIGOROUS IMPRISONMENT.

CAUTION.—Any one selling spurious oilmen's stores, under Crosse and Blackwell's name, will be liable to the same punishment, and will be vigorously prosecuted. Purchasers are recommended to examine all goods carefully upon taking delivery of them, and to destroy all bottles and jars when emptied. The GENUINE Manufactures, the corks of which are all branded with Crosse and Blackwell's name, may be had from every respectable dealer in India.

NOTICES.

BOMBAY PIER COMPANY, (Limited).

To be registered under "The Indian Companies' Act 1866."

Capital 40 Lacs, in 4,000 Shares of Rs. 1,000 each.
First Issue 30 Lacs, in 3,000 Shares of Rs. 1,000 each.
Deposit on application Rs. 100 per share, and Rs. 400 on allotment, the balance of Rs. 500 per share to be payable on the 30th December next.

Prospectuses and Forms of Applications for Shares may be obtained at the Office of SIR CHARLES FORBES and Co., Secretaries and Treasurers.

THE BOMBAY GAS COMPANY (Limited).

REDUCTION IN THE PRICE OF GAS.

The Directors of this Company, desirous of meeting the wishes of the Bombay Community and affording every facility for the more extended use of Gas, have decided to make a liberal allowance from the price now charged. They have therefore resolved, from the 1st August next, to make a REDUCTION of EIGHT ANNAS PER THOUSAND CUBIC FEET from all Accounts paid within the month in which they are rendered, thus lowering the price of the Gas from Rs. 7 to Rs. 6½ per thousand cubic feet for prompt payment. This allowance will not be made on any Accounts remaining unpaid at the end of each month, and Interest on arrears will be charged as at present.

The advantages of Gas are now so universally acknowledged that it is unnecessary to refer to them, and the Directors trust, that in thus showing their desire to furnish the public with Gas at the lowest possible rate at which it can be produced in this Presidency, their endeavours will be appreciated and result in a largely increased consumption.

C. GANDON,
Resident Engineer and Manager.

Bombay, 1st July 1871.

HOUSE VALUATION FOR 1872.

NOTICE BY THE MUNICIPAL COMMISSIONER,
Under Sections 63 & 64 of Act II. of 1865.

THE PUBLIC are hereby informed that the VALUATION of HOUSES, BUILDINGS, and LANDS, situated within the City, IS COMPLETED for the year 1872, and that the Commissioner will proceed to revise the same on and after the 16th August 1871.

Owners and Occupiers, or their Agents, may inspect and make extracts from the Assessment Books, without payment of Fee. The Fee payable by other persons is fixed at One Rupee per each inspection.

The Assessment Books are to be seen at the Office of the Assistant Municipal Commissioner and Assessor, at Rampart Row.

All complaints against such Assessment must be made to the Undersigned, in writing, at this Office, on or before the 15th August 1871.

By order of the Municipal Commissioner,
JOHN F. HUTCHINSON,
Assistant Municipal Commissioner and Assessor.

Assistant Municipal Commissioner and Assessor's Office,
Bombay, 1st August 1871.

NOTICE is hereby given, that all PERSONS being CREDITORS of, or otherwise having any CLAIM against, the ESTATE of ELIZA ANN HARRISON, Widow of CHARLES JUBILEE HARRISON, late of Bombay, European Inhabitant, deceased, who died at Bombay aforesaid on the 2nd day of October 1870, having first duly made and published her LAST WILL and TESTAMENT, dated the 29th of September 1870 (whereof PROBATE was on the 15th day of July 1871 granted by the High Court of Judicature at Bombay to the Reverend John Paton, the chaplain, and Alexander Johnstone, George Ramsay Wilson, Francis Angus Spencer, Robert Duthie William Fotheringham Melvin, Alexander Wright, and Robert Angus, the elders of Saint Andrew's Church, Bombay) are hereby required to send in particulars of their Claims, in writing, within one month from the date hereof, to us, as the Attorneys of the said Executors, at our Office, No. 12, Rampart Row, within the Fort of Bombay, and that at the expiration of such last mentioned period, the said Executors will distribute the Estate of the said Eliza Ann Harrison, deceased, according to the terms of her said Will, having regard only to such Claims as shall then have been sent in.—Dated this 25th day of July 1871.

MANISTY and FLETCHER,
Attorneys to the Executors of the last Will and Testament of the late Eliza Ann Harrison, deceased.

GREAT INDIAN PENINSULA RAILWAY.

TEAK TIMBER.

TENDERS are invited for the SUPPLY of 1,800 tons of well-seasoned MOULMEIN or RANGOON TEAK TIMBER, in square Logs, sound and straight, not less than 12 inches square and 20 feet in length, to be delivered at the Company's Stores Depot, Byculla, at the rate of not less than 300 tons per month, commencing from the 1st day of September next.

Specification and form of Tender may be obtained on application at the Storekeeper's Office, Byculla, Bombay.

Sealed Tenders, endorsed, "Tender for Teak Timber," and which must specify whether of Moulmein or Rangoon, and the rate per ton of 50 cubic feet, delivered at the Stores Depot, Byculla, will be received by the Acting Agent at the Company's Offices, Elphinstone Circle, Bombay, up to noon on MONDAY, the 14th August.

The person whose Tender shall be accepted will be required to enter into a Contract, and for the due fulfilment of the same to find Security amounting to 10 per cent. on the estimated value of the Contract.

The Acting Agent does not bind himself to accept the lowest or any Tender.

W. WARDEN MORICE, Storekeeper.

Stores Office, Byculla, 17th July 1871.

NOTICE.

THE GREAT NORTHERN INDIA
St. Leger Sweep.—1871.

Committee of Management.
Major G. DALRYMPLE HAY, B. S. C.
Capt. J. CHARLEY, 60th Rifles.
W. A. ROBERTS, Esq., R. H. A.
Tickets Rupees 10 (ten) each, Cash.

Terms.
SAME AS DERBY SWEEP.

To close on the 6th September, and Drawing to take place the same day at noon at the Murree Club.

Cheques, Money Orders, &c., to be made payable, and applications to be made, to the SECRETARY, Murree Club, Murree.

NEW BANK of BOMBAY, Limited.—NOTICE is hereby given, that the FOURTH ORDINARY GENERAL MEETING of the PROPRIETORS will be HELD at the Office of the Bank, Elphinstone Circle, Bombay, on WEDNESDAY, the 9th day of August next, at 3 o'clock in the afternoon, for the following objects:—

1. To receive the Directors' Report and Statement of Accounts up to 30th ultimo.
2. To declare a Dividend and to determine the amount to be carried to Reserve Fund.
3. To approve the election of Captain G. F. Henry as a Director of the Bank.
4. To elect Directors for the ensuing year, in room of Dinshaw Manockjee Petit, Esq., and E. D. Sassoon, Esq., who retire by rotation, but are eligible for re-election.
5. To elect Auditors for the ensuing year, and to fix their remuneration.
6. To sanction the establishment of a Branch of the Bank at Dhollera.
7. To approve the adoption of an Officers' Mutual Guarantee Fund for securing the fidelity of the Officers of the Bank, and to sanction a contribution by the Bank for the furtherance of the scheme of Rs. 5,000 annually for 5 years out of the profits of the Bank at the discretion of the Directors.

The following Resolution will then be proposed as a Special Resolution according to the 51st Section of the Indian Companies' Act 1866:—

That the following Clause be substituted for the present 81st Clause of the Articles of Association of the Company, viz., "The Secretary and Treasurer and every other such Officer of the Company as the Board may from time to time require so to do shall give security to the Company in such form and in such an amount as the Board may determine for securing the fidelity of such Officer and the proper discharge of his duties."

By order of the Board of Directors,
W. FRASER,
Officiating Secretary and Treasurer.

Bombay, 19th July 1871.

NOTICE.—TENDERS are hereby invited for the supply of 4,680 Garces, equal to 5,61,600 Indian Maunds, of SALT, of good quality, for the District of Malabar, as follows:—

At Cannanore	500	garces of	120 Indian	Maunds each.
Tellicherry	500	ditto	ditto	ditto
Calicut	900	ditto	ditto	ditto
Beypore	1,200	ditto	ditto	ditto
Ponani	1,500	ditto	ditto	ditto
Chowghat	60	ditto	ditto	ditto
Cochin	20	ditto	ditto	ditto
Total Garces	4,680			

The Salt to be supplied from 15th October 1871 to the end of March 1872.

2. Tenders will be received for any quantity or quantities (within the above limits) of 10 Garces each or upwards. The period within which the Salt tendered will be delivered must be specified, and if not brought within this period it will be at the option of the Collector to receive or refuse the Salt.

3. All Tenders received up to the 11th September 1870 will be opened for consideration and disposal on the day following in the Hoozoor Cutcherry at Calicut, when the parties tendering or their Agents are invited to attend.

4. Tenders will afterwards continue to be received for the Salt remaining to be supplied until further notice.

5. Merchants in Bombay desirous of a speedy reply can communicate their tenders by Telegram, reply prepaid.

6. Salt not pure and of good quality and colour will be rejected. This rule will be strictly enforced. The Collector reserves right of decision on those points.

7. The Tenders must specify in words at length the rate in Rupees per Garce of 120 Indian Maunds.

8. The expenses attendant on the landing, weighing, and storing of the Salt must be defrayed by the parties tendering.

9. The Salt will be received by weight according to the practice now existing, in the order in which the arrivals are registered at the Salt Depôt.

10. The Collector reserves to himself the right of rejecting any or all of the Tenders that may be received without assigning any reason for so doing.

11. Tenders to be addressed to the Collector of Malabar, and to be superscribed "Tenders for the supply of Salt."

12. Parties who may tender for more than 100 Garces will be required to find substantial Security for the due fulfilment of their Contracts, should the Collector consider it necessary.

13. Salt brought by merchants from whom tenders have not been accepted will be received, if the whole quantity has not been previously engaged for, at such prices as may appear to the Collector reasonable with reference to the prevailing rates in the month.

J. C. HANNYNGTON,
Acting Collector.

Malabar Collector's Office, 15th July 1871.

LICENCES for the Sale of COUNTRY LIQUOR in the KHANDEISH ZILLAH will be GRANTED to RESPECTABLE KULLALS on an average of the prices realized during the last five years. Application to be made to the undersigned.

L. ASHBURNER, Collector.

Office of the Collector of Khandeish, Camp Dhoolia,
23rd July 1871.

PESTONJEE EDULJEE SHROFF.

LIVERY STABLES,

Calbadevee Road, next door Jamsetjee, Nooshai and Co., and the Branch Post Office.

P. E. S. lets out on hire good Palanquin Shigrams, Phaetons, Carriages, Buggies, and Broughams, with either one horse or a pair. Charges moderate.

BY ROYAL COMMAND.

JOSEPH GILLOTT'S

CELEBRATED

STEEL PENS.

Sold by all Dealers throughout the World.

NOTICES.

NOTICE OF REMOVAL.

MESSRS. BADHAM AND CO.

Beg to inform their Constituents that they have REMOVED their BUSINESS to

22, RAMPART ROW, BOMBAY,

NEXT DOOR TO THE POST OFFICE.

MESSRS. BADHAM AND CO.,

BY APPOINTMENT

TO HIS EXCELLENCY THE VICEROY AND THE GOVERNOR GENERAL OF INDIA,

Will continue to SELL at the following LOW RATES to insure a speedy Sale.

		Rs. a.
HOSIERY	Fine Brown Cotton Half Hose, per doz	10 0
	Fine Mixed Colours	11 0
	Fine Fancy Stripes	14 0
	Fine Super Colours	16 0
HOSIERY	Fine Merino Half Hose, per doz	16 0
	Fine Super Merino	16 0
	Knickerbockers, Ribbed, per pair	4 0
HOSIERY	Fine Merino Under-vests, ½ dozen for	20 0
	Fine Super India Gauze	26 0
SHIRTS	Badham's India Cloth, six for	36 0
	Badham's Silk and Wool, six for	50 0
	Badham's Pure All Wool, six for	48 0
	Badham's French Cambric, six for	27 8
	Badham's White Zephyr Shirts, six for	30 0
COLLARS	Shakespeare, per doz	6 8
	Dux, per doz	6 8
	West End, per doz	6 8
	Pall Mall, per doz.	6 8
SLEEPING SUITS	Badham's Oxford Cloth	11 0
	Badham's Pure All Wool	18 0
	Badham's Silk and Wool	18 0
	Badham's Spun Silk	22 0
OVERLAND SUITS	Badham's Blue Serge Suits	30 0
	Badham's Overland Suit	20 0
	Badham's Travelling Suit	20 0
HATS	Lincoln and Bennett's Black Velvet Hats.	14 0
	Lincoln and Bennett's Drab Shell	10 0
	Ellwood's Drab Shell	5 0
	Black Felt Isis	6 8
	Black Felt Worthing	6 8
	Black Felt Derby	6 8
	Black Felt Cantab	6 8
	Drab Felt Cantab	6 8
HELMETS	Regulation White Helmets, with brass Chin Straps	18 0
	White Helmets, for Civilians	16 8
	White Hunting Hats, Badham's	14 0
BRACES	Best Indiarubber	2 0
	Best Clarence	2 0
	Best Cantab	2 0
SCARFS	Duke of Edinburgh	2 12
	The Campbell Bow	1 4
	The Windsor's	2 8
	The Romal "Satin"	2 12
TIES	Black Eglinton	1 8
	Black Tom Thumb	1 4
	Coloured Eglinton	1 8
	Coloured Tom Thumb	1 4
	White Dress Ties	0 8
HANDKERCHIEFS	Fine White Cambric, Hemmed, per doz	5 0
	Fine White Cambric, Hemmed, Colored Borders	5 0
	Fine Irish Cambric	10 0
HOUSEHOLD LINEN	Damask Linen Table Cloths, Damask Napkins, Sheeting (Double and Single.)	
JEWELLERY	Gold Links, Solitaires, Shirt Studs, Pins, &c.	
TRUNKS, &c.	Overland Trunks, Portmanteaus, Courier Bags, Rugs, Straps, Bags, &c.	

BADHAM AND CO.

A. ALLAN,

17, APOLLO STREET, BOMBAY.

JUST ARRIVED, in time for the MONSOONS, a variety of FANCY TWEEDS, all thoroughly shrunk, which will be sold at the following REDUCTIONS:—

Fancy Tweed Coats, newest style	Rs. 12 8	Rs. 20
Ditto Trousers, warranted to fit	8 8	
Ditto Superior Quality		25
Fancy Silk mixed Coats, double breasted	18 8	30
Ditto Trousers, to fit comfortably	12 8	
Fancy Colored Washing Material for Coats and Trousers		16
Cotton and all-Wool Sleeping Suits		10 to 18
Winsey, all-Wool, and Silk and Wool Shirts		5 to 9

HOSIERY.—English made Shirts, Collars, and Fancy Ties, Merino and Woollen Hose, Merino and Wool Under-Shirts.

REQUISITES FOR TRAVELLERS.

Solid Overland Trunks, Portmanteaus and Hat Boxes.
New Pattern Scotch Plaids and Balmoral Bonnets.
Coupling Straps, Railway Wrappers, and Tweed Caps.
Hats, Caps, and Helmets of every description.

ALLAN'S CYCLONIAN WATER-PROOF SUITS,

Made expressly to resist the severest weather, warranted not to stick together, and will last for years.

Drab Suit, Rs. 30; Black Suit, Rs. 25.

P.S.—Send height and size of Chest for Suits.

FRESH ARRIVAL OF

FASHIONABLE MILLINERY.

UXBRIDGE HOUSE, BYCULLA,
AND
EAST STREET, POONA.

MRS. LAKE has just received "Overland," per P. and O. Co.'s s.s. INDUS, A CHOICE SELECTION of MILLINERY, &c., For the POONA SEASON, consisting of—

Bonnets, Hats, Flowers, Feathers, Hair Chignons in every shade, Frizettes, Pads, &c.

Silks, Satins, Reps, Prints, Cambrics, Velveteen, Black Velvet, &c.

Ball Dresses in great variety, Camisoles, Lace sets, Mantles, Velveteen Jacquettes, Ball Room Fans, Lace Tunics, and Flounces and Corsets of best manufacture.

LADIES' BEST KID GLOVES.

EVERY REQUISITE FOR WEDDINGS CONSTANTLY ON HAND.

CHILDREN'S AND INFANTS' CLOTHING, &c., &c.

THE GOODS WILL BE OPENED THIS WEEK AT POONA.

Wedding and Mourning Orders carefully attended to.

LADIES' OWN MATERIALS MADE UP.

Orders from Outstations must be accompanied by a Remittance for Payment in Bombay.

"UXBRIDGE HOUSE," BYCULLA, AND EAST STREET, POONA.

Bombay, 12th July 1871.

LANCASTER'S PATENT WROUGHT IRON TRUSS for Flat Roofs and Small Bridges to carry 6 tons distributed. These Trusses can be placed 5 feet apart to carry an ordinary Roof of 120 lbs. to the square foot. For plans and particulars apply to

M. B. COHEN & Co.,
Sole Agents for L.P.W.I.T.

WINES, SPIRITS, BEER, &c.

PAYNE AND CO.,

WINE MERCHANTS & REGIMENTAL AGENTS,
ELPHINSTONE CIRCLE,
BOMBAY.

ESTABLISHED IN CALCUTTA UPWARDS OF HALF A CENTURY.

N.B.—In all instances we guarantee the quality and purity of our Wines and Spirits, and agree to take back, or exchange, any that may not be approved.

CHAMPAGNES (Dry), Rs. *32, 39, 44, and 50 per dozen single Magnums and double Magnums and Half Pints.
SPARKLING MOSELLES, Rs. *32, 34, and *39 per dozen.
SPARKLING HOCKS, Rs. 32 and 40 per dozen.
SPARKLING BURGUNDY, Red and White, Rs. 36 per dozen.
STILL HOCKS, Rs. *15, 18, 20, 21, 22, 26, 34 and 36 per dozen.
STILL MOSELLES, Rs. 20, 23, and 27 per dozen.
STEIN WEIN, in original flagons, Rs. 24 per dozen.
CLARETS, light Breakfast Wines, Rs. 10 and 13 per dozen.
CLARETS, Dinner Wines, Rs. 15, 18, and 20 per dozen.
CLARETS, after Dinner, full-bodied, Rs. 20, 26, and 28 per doz.
SHERRIES, Rs. 18, 22, 24, 27, 29, and 30 per dozen.
AMONTILLADO, Rs. 30 per dozen.
MANZANILLA (very dry), Rs. 32 per dozen.
VINO PUERO (delicate and choice), Rs. 32.
PORTS, Rs. 16, 21, and 27.
CHABLIS, Rs. 16 per dozen.
SAUTERNES, Rs. 18 and 24 per dozen.
BUCELLAS, Rs. 18 and 22 per dozen.
TENT WINE, Rs. 32 (for Communion).
BRANDIES, Rs. 24, 29, and 36 per dozen.
SUNDRY SPIRITS—OLD TOM, UNSWEETENED GIN, HOLLANDS, WHISKEY (SCOTCH and IRISH), JAMAICA RUM, &c.
LIQUEURS—CURACOA, MARASCHINO, NOYEAU, Cherry Brandy, Ginger Wine, Orange and Angostura Bitters, &c.
BEER—Stone's Bottling, Quarts and Pints.
Do. Our Extra Gravity, Quarts, Pints, and Imperial Pints.
Do. In Hhds., containing 54 Gallons.

Those brands with an * (asterisk) shortly expected.

HOGSHEADS.

BASS'S BEER.

FIRST SHIPMENT OF THE

NEW SEASON'S BEER,

Just landed, in prime condition. The present batch is quite equal to former shipments.

CREDIT RATES AND DETAILED PRICE LIST ON APPLICATION.

PAYNE AND COMPANY,

CALCUTTA, BOMBAY, AND POONA.

FOR SALE at the Godowns of the undersigned, J. COCKBURN & CAMPBELL'S (Edinburgh), Fine Pale SHERRY, at Rs. 25 per dozen.

EWART, LATHAM & Co.

Bombay, 15th November 1870.

BASS' BEER,

BOTTLED BY

CUTLER, PALMER, & Co.

Quarts, Rs. 5-12; Pints, Rs. 3-12.

NOTICES.

EQUATORIAL HAIR DOUCHE

Restores Hair to its pristine vigour.

Used daily it is a delightful toilet requisite.

Per Bottle, Rs. 1-8 & Rs. 2-8.

LIEBIG'S NUTRITIVE EXTRACT.

The only Essence of Meat which Invalids can touch.—D. S. K. & Co.'s own preparation.

Per Bottle, Rs. 1-8, Rs. 3, & Rs. 5.

D. S. KEMP & CO.'S PREPARATION OF

KOUSSO.

D. S. KEMP & Co. have at length overcome the difficulty that has always been found in exhibiting the above valuable Remedy for Tapeworm. Their Preparation resembles a Syrup; it may be given to Infants or Adults; the effect is thorough and at the same time painless.

Per Bottle, Rs. 3 & Rs. 5.

TASTELESS APERIENT ESSENCE,

The new preparation of Senna, for Children and Delicate Persons.

Per Bottle Rs. 1-8.

AROMATIC DISTILLATE,

AN ESSENCE FOR CLARET CUP,
AND OF DAILY UTILITY TO THE EPICURE.

Per Bottle, Rs. 1-8.

KINLOCH'S

VIRGIN SHERRY

Has not yet been matched as a pure, delicate, and cheap Dinner Wine.

Rs. 21; Discount 5 per cent. on 6 dozens.

KINLOCH'S

AMONTILLADO

Has an indescribable softness and body, and is a Standard Wine among Connoisseurs.

Rs. 32; Discount 5 per cent. on 3 dozens.

AGENTS:

D. S. KEMP & Co.

JUST ARRIVED, WHITEHEAD and Co.'s SOLIDIFIED SOUPS, in Tins, of 2 dozen Squares. Price per Tin, from Rs 9-8 to Rs 20 each.

CUTLER, PALMER, & Co.,
WHOLESALE AGENTS,
DEAN LANE, BOMBAY.

BYCULLA (LATE BOMBAY) HOTEL,

(BY JEEVUNJEE AND Co.)

JUNCTION OF BELLASIS AND CLARE ROAD, BYCULLA.

BYCULLA HOTEL, which is within a few minutes' walk of the Byculla and Grant Road Railway Stations, is acknowledged to be the best in Bombay. Having been built expressly for such an Establishment, the building possesses advantages over Bungalow Hotels, special care having been taken in the arrangements of the Rooms, which are large and lofty, to secure the best ventilation, and thus to keep the whole Hotel cool. The furnishings and fittings have been selected with a special view to affording the greatest comfort to Residents and Visitors, and ample accommodation has been provided for Families. The Table is supplied in a manner unsurpassed in Bombay, and care is taken that the Wines and other Liquors are of the first quality.

Adjoining the large Dining Saloon are a Library and two fine Billiard Tables.

Hot and Cold Baths always ready.

JEEVUNJEE & Co.

MESSRS. HEPTOOLA ALLEEBHOY AND COMPANY.

22, Apollo Street, opposite the Secretariate,

Beg respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels, and every description of engineering plant for the repairs of steamers, &c., &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles on hand enumerated below, which may meet with attention:—

Best Europe Canvas, Nos. 1 to 4, at 6 annas 6 pies per yard.
Peacock's and McInnes's Anti-fouling Composition
McDougall's Disinfecting Powder.
Taps and Dies (Whitworth's), complete in cases.
Low Moor Iron Bars, Plates and Rivets.
Best Trieste Flour in barrels, at Rs. 24 a barrel.
Copper and Brass Pipes of sizes.

Roman Cement in Casks.	Fire Engines complete.
Corrugated Iron.	Patent Water Closets.
Jim Crows.	Traversing Screw Jack
Smiths' English Bellows.	Corrugated Iron.
Canvas.	Belting of sizes.
Rollers, Skins.	Clear Cloth.
Bundling Twine.	Paper for Mill use.
Portland Cement.	Iron Tanks of sizes.
Paint Oil, of various sorts	Fire Bricks.
Wire Netting.	Perforated Zinc Sheets.

N.B.—The Trade supplied at moderate rates.

BREAKFAST.

EPPS'S COCOA.

GRATEFUL AND COMFORTING.

The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills."

Made simply with boiling water or milk. Sold only in tin-lined packets, or in tins, labelled—

JAMES EPPS & Co.,
HOMŒOPATHIC CHEMISTS, LONDON.

*** J. E. & Co. also prepare the above with condensed milk, in soldered tins for export, labelled "Epps's Milky Cocoa."

NOTICES.

POONA SEASON.

PIANOFORTES for HIRE, for the POONA SEASON, on reasonable terms. Terms may be ascertained on application.

SOUNDY AND CO.,
MUSIC SALOONS, BOMBAY.

ELECTRO-SILVER PLATED WARE.

NEWEST DESIGNS.

SOUNDY & Co. have just received a large selection of ELECTRO PLATED WARE of the newest designs and patterns, which they now offer to the public at the following prices, with the further inducement of TWENTY PER CENT. DISCOUNT on all Orders accompanied with CASH.

Catalogues with detailed descriptions sent Post free.

	Rs.	Rs.
BISCUIT BOXES	35 to	40
ICE PAILS	30	
ICE TONGS	5	8
ICE PITCHERS	22	25
BUTTER POTS	10	35
BUTTER KNIVES, Mother-o'-Pearl Handles	2	4
SALT CELLARS, per pair	8	15
SALT CELLARS, in cases, sets of 4 and 6	25	35
MUSTARD POTS	6	8
MUFFINEERS, per set	8	15
MUFFINEERS, for Presentation, in case	35	
MUFFINEERS, singly	4	
TOAST RACKS	8	25
BREAKFAST and DINNER FRAMES	10	20
CRUET STANDS	20	80
BREAKFAST or SIDE DISHES, set of four	250	350
CUTLET or BEEFSTEAK DISHES	45	
FISH CARVERS, per pair	20	45
DESSERT KNIVES and FORKS, in cases, per doz	40	75
TANKARDS	15	45
DRINKING CUPS	25	65
PINT MUGS	10	12
EGG CUPS and TOAST RACKS, combined	20	35
EGG STEAM BOILER	8	20

SOUNDY AND CO.,
2 & 3, HUMMUM STREET, BOMBAY.

AMATEUR NIGGER MINSTREL BANDS.

SOUNDY AND CO., BOMBAY,

HAVE on hand a large Stock of INSTRUMENTS for Amateurs, Christy Minstrel, and other Bands.

	Rs.	Rs.
VIOLINS, of the best models, with 2 Bows, in case, complete, from	28 to	60
BANJOS, full size, Kentucky shape, with Pegs, 7 Strings, best make	15	20
BANJOS, superior finished, 7 Strings, Machine Head, fitted in a case, complete	35	40
PICCOLO BANJOS, newly introduced into Minstrel Bands, a very effective Instrument, and well adapted for Solos	10	15
All the Banjos have Brass Rings and Brass Screw Adjustment to tighten the skin, and are all made expressly to order.		
ANGLO-GERMAN CONCERTINAS, with 20 Keys, in wood lock and key box	15	0
BARITONE CELESTIAL CONCERTINAS, with 20 Keys, Double Notes, in wood box with lock and key	15	20
GUITARS, of superior tone, with Machine Head, in cloth lined case, very strongly made	30	75
TAMBOURINES, of best make, Brass Screw Fittings	7	10
NIGGER TAMBOURINES, exceedingly strong, same as used by professionals, 9, 10, 11, and 12 inch	3	5
BONES, real Ribs of Beef Bones, prepared and dried, per Set	2-8	
CLAPPERS, of the hardest Ebony, per Set	2	
CASTANETTS, per Set	2	
TRIANGLES, with Beater	4-8	
TAMBOURS or QUADRILLE DRUMS, now very much used in Minstrel Bands, Brass Shell, with Screw Adjustment and Pair of Sticks	8	
FIFES, PICCOLOS, and FLUTES, in every Key.		
PIANOFORTES, HARMONIUMS, MILITARY BAND INSTRUMENTS, from the best Manufacturers.		

Illustrated and detailed Priced Lists sent free, by post, on application.

SOUNDY & CO.,
HUMMUM STREET, BOMBAY.

N. V. CURRANEE & Co.,

UNDERTAKE to LAND, SHIP, CLEAR and FORWARD GOODS, PARCELS, and PACKAGES to EUROPE and INDIA with QUICK DESPATCH and at LOW CHARGES.

ROWLAND AND Co.,

SADDLERY AND HARNESS ESTABLISHMENT,
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Every description of SADDLES, BRIDLES, HARNESS and WHIPS always on hand.

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DOUBLE HARNESS,
Silver and Brass Mountings;
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SINGLE HARNESS,
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RIDING SADDLES BY FIRST-CLASS MAKERS;
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In very neat patterns. Well worthy of Inspection.

Harness Blacking (Liquid and Compo), Polishing Paste, Plate Powder, Hoplemeuroma, Horse Clippers, Mane and Trimming Combs, Trimming Scissors, Riding, Driving and Hunting Whips, Coachmen's Waist Belts in Brown and Patent Leather, and all other requisites in the Saddlery and Harness line.

Bombay, 20th April 1871.

WINES, SPIRITS, BEER, &c.

GILL AND COMPANY,

WINE MERCHANTS.

ESTABLISHED IN LONDON IN 1795.

LONDON ......37, Crutched Friars, Mark Lane,
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GILL & Co. beg to request the attention of the Public to the undermentioned LIST of their WINES and SPIRITS, which, for quality, cannot be surpassed, and on trial will be found to merit the high opinion formed of them in the Bengal Presidency.

Traders will be dealt with on their usual wholesale terms. Quotations in Rupees per dozen, good delivery (being London prices with charges added).

CHAMPAGNES—Rs. 39, 43, 49. Half pints 13.
SPARKLING MOSELLE and HOCK—Rs. 35.
SHERRIES—Rs. 19, 24, 29, 31, 32.
PORTS—Rs. 23, 31.
STILL MOSELLES—Rs. 20, 27.
STEIN WEIN—Rs. 23.
STILL HOCKS—Rs. 16, 21, 22, 31, 33, 37.
CLARETS—Rs. 9, 11, 13, 16, 19, 22, 25, 42.
RED BURGUNDY—Rs. 16, 19.
CHABLIS—Rs. 19. SAUTERNES—Rs. 17, 25.
BRANDIES—Rs. 24, 32.
OLD TOM GIN, Rs. 15. HOLLANDS, Rs. 18. Superior OLD JAMAICA RUM, Rs. 20. SCOTCH WHISKEY, Rs. 17. DUTCH LIQUEURS.

The above are Cash quotations.

The Wines are packed in cases of 1 dozen quarts and 2 dozen pints; sample bottles may, however, be had.

We regret we have been obliged, by the effects of the late Continental War, to advance the price of our Champagnes. The quotations will be as above from this date.

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

TUESDAY AFTERNOON.

SOME inquiry for Spinning shares. Little doing in other shares. Government Paper continue firm.

NEW BANK OF BOMBAY (LIMITED).

STATEMENT of the affairs of the New Bank of Bombay (Limited) as on the 28th July, compared with the statement issued on 22nd July:—

LIABILITIES.	22nd July.	28th July.
Proprietors Capital:—		
First Issue of 10,000 Shares of Rs. 500 each, fully paid ....Rs. 50,00,000		
Second Issue of do. of Rs. 100 do. ...... ,, 10,00,000	60,00,000	60,00,000
Reserve Fund, invested in Government Securities	4,15,000	4,15,000
Government General Treasury Balance at Head Office	193,20,377	183,22,635
Do. do. do. at Branches	64,53,328	72,69,267
Other Deposits	128,79,776	124,23,255
Post Bills	31,039	31,003
Cash Credits, undrawn	5,34,344	4,81,155
Rs.	456,33,864	448,92,315
ASSETS.		
Government Securities	78,39,997	77,92,663
Cash Credits, on Security of Government Paper, Bullion, and Merchandise	42,99,707	44,43,537
Loans, on Security of do. do.	21,78,750	16,86,304
Current Accounts, overdrawn	5,609	4,532
Bills Discounted	99,97,753	87,93,934
Stamps	6,052	6,258
Dead Stock ....Rs. 4,89,490		
Amount applied in reduction ,, 40,000	4,49,457	4,49,490
Bullion	7,13,132	7,79,958
Cash Balances with Correspondents	10,89,134	16,87,058
Cash and Currency Notes	190,54,273	192,48,581
Rs.	456,33,864	448,92,315

MILITARY.

ARRIVALS.—AUGUST 1.

Woodward, Ensign, 49th Regiment, on leave, from Poona.
Anderson, Captain, Staff Corps, on leave, from Kurrachee.
Foote, Lieutenant, Royal Artillery, on leave, from Kurrachee.

DEPARTURES.—AUGUST 1.

Morton, Surgeon, 2nd Belooch Regiment, on sick leave, to England.
Westmacott, Captain, Police Superintendent, on sick leave, to England.
Trotter, Captain, 24th Regiment N. I., on furlough, to England.
Nicolson, Captain, General List, on sick leave, to England.
Fox, Surgeon, Medical Department, to join, to Ahmedabad.
Roche, Assistant Surgeon, Medical Establishment, on duty, to Poona.
Duff, Surgeon Major, Royal Artillery, on leave, to Poona.
Anderson, Captain, Staff Corps, on leave, to Poona.
Foote, Lieutenant, Royal Artillery, on leave, to Poona.

ORDERS BY THE COMMANDER-IN-CHIEF IN INDIA.

Head Quarters, Simla, 18th July 1871.

The Commander-in-Chief in India is pleased to assign local rank to the undermentioned officers:—

Royal Artillery—Captain H. LeCocq to be Major, from the 13th of June 1871.

Captain E. W. Childers to be Major, from the 13th of June 1871.

Lieutenant W. S. Hebbert to be Captain, from the 10th of June 1871.

Royal Engineers—Lieutenant Thomas Howard to be Captain, from the 22nd June 1871.

108th Foot—Captain J. R. Gordon to be Major, from the 13th of June 1871.

Major J. A. Brereton, Staff Corps (doing duty at Meerut), is permitted to visit Cashmere on the leave granted in G. O. C. C. 5th June, p. 278, in addition to the places therein mentioned.

Assistant Surgeon J. Anderson, B Battery 16th Brigade Royal Artillery, is permitted to visit Cashmere on the leave granted him in G. O. C. C. dated 26th May 1871, p. 264.

Official notification has been received of the undermentioned officers having been removed to the battalions of their regiments specified:—

11th Foot—Captain J. H. Bamfield, 1st Battalion.

25th Foot—Ensign A. de la P. Beresford-Peirse, 2nd Battalion.

The undermentioned candidates are reported to have passed the lower standard in Hindoostanee on the 3rd instant:—

Lieutenant G. T. Carré, Royal Horse Artillery.
Staff Asst. Surgeon A. Thomson, Royal Horse Artillery.
Lieut., Local Capt., H. H. F. Gifford, 4th Hussars.
Surgeon C. C. Dempster, Royal Artillery.
Staff Asst. Surgeon J. Martin, Royal Artillery.
Lieut. J. M. Salmond, Royal Artillery.
Trumpeter D. Seymour, C-19th Royal Artillery.
Driver W. Cook, E-23rd Royal Artillery.
2nd Captain J. H. Crowdy, Royal Engineers.
Lieutenant W. F. Richardson, Royal Engineers.
Lieutenant R. G. Woodthorpe, Royal Engineers.
Lieutenant W. J. H. Logan-Home, Royal Engineers.
Captain J. I. Dobson, 2-25th Foot.
Lieutenant H. H. Mulcahy, 2-25th Foot.
Corporal W. Hall, 2-25th Foot.
Private J. Smith, 36th Foot.
Lieutenant G. F. Thunder, 38th Foot.
Ensign A. De V. Alexander, 38th Foot.
Ensign J. O Quirk, 41st Foot.
Private E. Hotchkin, 55th Foot.
Captain C. F. Bond, 105th Foot.
Passed Hospl. Appce. J. Morrison, 106th Foot.
Sergeant R. Read, Public Works Dept.
Hospital Appce. F Bradley, Sub. Medical Dept.

Official notification has been received of the undermentioned officers having, on their recent promotions, been posted to the battalions of their regiments specified:—

11th Foot.—Lieutenant-Colonel J. Roe, 1st Battalion.
Major G. T. Osborn, 1st Batilion.
Captain A. H. Vaughan, 2nd Battalion.
Lieutenant H. W. W. Spooner, 2nd Battalion.
60th Foot—Captain L. C. Brownrigg, 2nd Battalion.

The leave of absence granted to Captain D. M. Strong, General List, Infantry, 1st Squadron Subaltern 10th Bengal Cavalry, in G. O. C. C. of the 26th April 1871, p. 204, is cancelled at that officer's request.

The leave of absence granted to Lieutenant J. H. Hutchinson, 5th Lancers, in G. O. C. C. of the 3rd April 1871, p. 163, is cancelled.

The following orders are confirmed:—

Presidency District Order, dated the 20th April last, appointing Staff Assistant Surgeon W. Elgee to the medical charge of the Garrison Cells, Fort William, vice Assistant Surgeon D. Macpherson, invalided.

Dated the 27th June, directing Assistant Surgeon R. T. Lyons, doing duty at the Presidency General Hospital, to take up the duties of Garrison Assistant Surgeon Fort William, as a temporary arrangement.

Saugor District Order, dated the 23rd June, directing Assistant Surgeon T. Robinson, M B., doing duty with the 21st Madras Native Infantry, to proceed to Nowgong and assume medical charge of the 7th Bengal Cavalry.

Rawulpindee Brigade Order, dated the 23rd May, attaching Staff Assistant Surgeon R. Adams, M.D., to the 38th Foot, and appointing him to assume medical charge of that regiment, during the illness of Surgeon W. S. Whylock, M.D., or until further orders.

Nynee Tal Station Order, dated the 1st May last, directing Assistant Surgeon W. Tanner, B Battery A Brigade Royal Horse Artillery, to take medical charge of the detachment 3rd Goorkha Regiment, with effect from the 8th November 1870, vice Assistant Surgeon H. S. Smith, M B., Civil Surgeon, Nynee Tal, there being no officer of the Indian Medical Service available.

Chunar Garrison Order, dated the 24th June, appointing Major W S Young, Fort Adjutant, to the command of the Garrison and of the European Invalid Battalion; in addition to his other duties.

38th Foot—Regimental Order, dated the 26th June, appointing Captain W. W. Sherlock a member of the Committee of Paymastership (G. O. C. C. 21st February, 30th March and 9th June 1871, pp. 87, 155, and 285), with effect from the 20th idem, vice Local Captain J. S. Nelson.

106th Foot—Regimental Order, dated the 26th June, appointing Lieutenant H. M. Compigné temporarily to act as Interpreter to the regiment, vice Lieutenant C. F. Gleig, there being no qualified officer available.

1st Native Infantry—Regimental Order, dated the 23rd April last, appointing Captain G. Atkins, attached, to officiate as 1st Wing Subaltern, with effect from the 17th idem, vice Captain G. W. Holdsworth, proceeded on leave.

The undermentioned officers have leave of absence:—

Royal Horse Artillery—Lieutenant and Local Captain T. Graham (D. Battery D. Brigade) to remain at Murree, from the 2nd September to the 15th October, on private affairs, in extension of privilege leave.

5th Lancers—Cornet C. W. Norton, to Murree, from the 7th July to the 15th October, on medical certificate.

16th Lancers—Assistant Surgeon J. M'Cally, M.D., to England, for six months, from date of embarkation, on private affairs.

20th Hussars—Captain A. W. Brodhurst, to the hills north of Deyrah, from the 15th July to the 15th October, on private affairs.

Royal Artillery—Quartermaster H. Nelson, 9th Brigade, to England, overland, from date of embarkation, to appear before a medical board.

1st Foot, 2nd Battalion—Assistant Surgeon J. D. Gunning, to Bombay, from the 1st to the 31st July, to appear before a medical board.

17th Foot, 1st Battalion—Major C G. Grant to remain in Cashmere, from the 15th August to the 15th October, on private affairs, in extension of the leave granted in G. O. C. C. 12th April, p. 179.

62nd Foot—Lieutenant T. J. FitzSimon, to Bombay, from the 6th July to the 5th August, to appear before a medical board.

63rd Foot—Lieutenant W H Wickens, to Mussoorie, from the 2nd July to the 15th November, on medical certificate.

83rd Foot—Lieutenant the Hon. E F Gifford, to England, overland, from date of embarkation, to appear before a medical board.

92nd Foot—Captain the Hon R M W Dawson, to Simla, on medical certificate, from the 14th July to the 15th October, in extension.

Lieutenant P F Robertson, from the 11th to the 22nd April last, in extension of the preparatory leave granted in G O C C, 10th February last, p. 69.

Ensign R. P. Gallway, to Bombay, from the 29th June to the 29th July, to appear before a medical board.

Staff Corps—Brevet Lieutenant-Colonel H. H. Lyster, V. C. (Wing Officer 3rd Goorkhas), to Nynee Tal, from the 7th July to the 6th October, on medical certificate, under the rules of 1868.

Lieutenant H. O Woodhouse (2nd Wing Subaltern 9th Native Infantry) to remain at Kussowlie, from the 18th August to the 15th October, on urgent, private affairs, in extension of the leave granted in G. O. C. C. 3rd April last, p. 161.

General List, Infantry.—Captain W. F. Tucker (doing duty 3rd Goorkhas,) to Bombay, from the 7th July to the 5th August, preparatory to furlough to England on medical certificate.

SHIPPING.

ARRIVALS.

Aug.	Vessel.	Commander.	From
1	Martaban (s)	Sanders	Bussorah, July 14.
	City of Vienna	McDonald	Glasgow, May 8.

DEPARTURES.

Aug.	Vessel.	Commander.	Destination.
1	India (s)	Dodero	Genoa, &c.
	Indus (s)	Greaves	Aden and Suez.
	Dacca (s)	Patterson	M. Coast & Calcutta.

The following vessels obtained their port clearances yesterday:—
Steamer Ellora, Hector, to China, &c.
Ship Erminia, Shields, to Liverpool.

The ship Defiance, to Liverpool, began to load yesterday.

BOMBAY SCOTTISH EDUCATION SOCIETY.

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With three Assistants.
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The teaching in both these Schools is up to the Matriculation Standard of the Bombay University.

FEES:—First and Second Classes.................Rs. 5 per Month.
Third Class.................................... 7½ ,,
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BOARDERS.

Mr. and Mrs. McDonald have ample accommodation for the reception of Boarders at the Byculla School-house.

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DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BIRTHS.

GELSTON—July 25th, at Seetapore, the wife of Lieutenant Arthur W. H. Gelston, The Buffs, of a son.

HUTCHINSON—July 26th, at the Residency, Gwalior, the wife of Lieutenant-Colonel A. R. E. Hutchinson, of a daughter.

MARETT—July 25th, at Sultanpore, Oudh, the wife of Captain James R. Marett, Assistant Commissioner, of a son.

SULLEN—July 25th, at Lahore, the wife of Samuel Sullen, Esq., Post Master, of a daughter.

MARRIAGE.

SMITH—LESLIE—July 27th, at Bhaugulpore, by the Rev. A. A. Norrish, B.A., Bradford Smith, Bengal Staff Corps, to Anna Josephine, eldest daughter of the late Sir Norman Leslie, Bart.

NOTICE.

All CHEQUES, MONEY ORDERS, and other Remittances, sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

All Communications respecting Advertisements should be addressed to the "Advertisement Department." *Bombay Gazette* Office, Bombay.

The Bombay Gazette.

WEDNESDAY, AUGUST 2, 1871.

THE interference of the Queen to secure the abolition of purchase in the army has failed to conciliate the English Republicans. The opposition made to the grant of a dowry to the Princess Louise has been renewed with greater violence on the occasion of a proposal to give Prince Arthur an establishment befitting his rank as a Prince of the Blood; and, as the Government has at last ventured to forbid the holding of a public meeting in Trafalgar Square to denounce the Royal family, and the Republicans are determined to hold the meeting in spite of this prohibition, it is not improbable that there may be a serious collision between the mob and the police. Should there be a riot, the Republicans are likely to fare badly in the present temper of public opinion at home, the deeds of the Communists having thoroughly alarmed the respectable classes in England. One thing is clear, that, if the Republican meetings be not soon put down, they will end by putting down Monarchy.

A COALITION MINISTRY, under the Parliamentary system of government, is always exposed to the special danger that an ingenious adversary may provoke from the Prime Minister some declaration of policy likely to upset the balance of power which he ought to maintain between the different sections of his supporters. Something of this kind seems to have already happened in France to the Government of M. Thiers. The Chief of the Executive Power in France is, as is well known, the most eager champion in speech and writing of that foreign policy with which the names of Louis XIV. and Napoleon I. are identified, and which, if in times gone by it fed the passion of the French nation for empire and military glory, has invariably ended in humbling their pride to the dust and bringing the country to the verge of destruction. During the existence of the Second Empire M. Thiers went into opposition, not because he disliked a meddlesome and overbearing foreign policy, but because he believed that Napoleon III. was wanting in the sagacity and vigour needed to keep France supreme among Continental nations. He was furious at the folly of the Imperial dreamer who would not see that France could only be great while surrounded by a circle of petty States, and who, after helping to give unity to Italy, stood idly by while Prussia laid her strong hand on the possessions of all the little German princes whose antipathy to the greatest powers of the Confederation had proved so serviceable to French armies in the old German wars. M. Thiers would even have forgiven the Emperor for declaring war last year, if the army had been ready. What he objected to in the imperial policy was not that the war with Prussia was a crime, but that it was a blunder. Napoleon should, in his opinion, either have fought before Sadowa, or waited for a better opportunity than was afforded last year by the Prince Leopold of Hohenzollern incident. But in the passionate desire to crush the Prussians, and to trample on the aspirations of the German people for unity, the veteran statesman who now presides over the destinies of France went far beyond the Chief of the Second Empire.

M. Thiers is too old a man to change; and, in his speech on the petition presented to the National Assembly in favour of intervention in Italy to restore the temporal sovereignty of the Pope, he seems to have been unable to resist the temptation to show that, if he only dared, he would like now to repeat the famous "*Jamais!*" with which M. Rouher two years ago insolently rejected the prayer of the Italian Government that they might be permitted to go to Rome. Although declaring that he would avoid compromising the policy of the country, he yet said he would "endeavour to cause the independence of the Pope to be respected;" and he appears to have acquiesced in the resolution referring the petition to the Foreign Minister. However guarded his language, it was inevitable that this speech of M. Thiers, and his conduct in treating the Roman question as if it were one on which real Liberals could possibly have two opinions, should disgust the Republican section of his followers in the Assembly. M. Jules Favre himself, who, with all his weaknesses, is still a sincere Republican, must have felt that his character for consistency would be fatally compromised if he consented to remain a member of a Cabinet which might commit the country once more to a reactionary and fatal policy, by sending out another Roman expedition as soon as the French army is reorganised. His resignation must be taken as a sign that the pure Republicans have broken altogether with M. Thiers, who will now be driven to lean for support exclusively on the monarchical majority of the Assembly. What with the defection of M. Jules Favre, and the unexpectedly vigorous opposition of the free-traders to the ruinously heavy duties the Government wishes to impose on the raw materials of French industry, M. Thiers must begin to find his position by no means a pleasant one.

Will M. Favre now join fortunes again with M. Gambetta? There is no chance that the Republic can become a reality in France unless the Republican leaders, forgetting past differences, unite to form a party capable of striving, by constitutional means, to acquire the ascendancy in the National Assembly. Gambetta is already marked out as the chief of such a party. Of all the French politicians of the day he alone has been able to touch the heart, and excite the sympathy and admiration, of the French people. Men of all parties are willing to forgive the faults of one whose passionate patriotism revived the ancient spirit of the nation, and, if it could not turn the fortune of the war, at least gave the world proofs that Frenchmen of this generation are not inferior to their fathers in courage and devotedness. As, too, M. Thiers was selected for the first place in the Ministry last February, because he had prudently avoided joining the Government formed after the Revolution of the 4th of September, so M. Gambetta now enjoys the distinction of being free from all complicity either with the Communists or the Versaillists. Whatever may have been the real cause of his prolonged absence from public life, he has come back at a time when the reputations of all other political leaders have been sadly damaged by the events of the civil war, and he alone, of prominent public men in France, has now the advantage of not being exposed to the fierce hate of either the Reds or the men of order. He seems to feel that the future belongs to him; for, in his remarkable speech at Bordeaux on his return to France, he calmly laid down a programme which it will take ten or twenty years, he himself says, to work out, but which would assuredly, when worked out, complete the political regeneration of France. He told his hearers some harsh truths. "It is only," he said, "to our own physical and moral inferiority that we owe the loss of our two most patriotic provinces. We have had some rough experiences; we ought now, if it be possible, to cure ourselves of that evil of vanity which has caused us so many disasters. What we have to do, understand it well, is to renew the blood, the bones, nay, the very marrow of France." This last phrase recalls the saying of a well-known Imperialist that France was rotten even to the bones. M. Gambetta maintains that a Republic is impossible until the people are educated, and that nothing can save the country from steady degeneration unless all children are sent to school and trained to the use of arms. The proposed new law rendering all Frenchmen liable to military service from twenty to forty shows that, as regards physical training, men of all parties will be found willing to give effect to M. Gambetta's ideas; but it is curious that he alone insists on the absolute necessity of giving the people intelligence as well as arms. All the passions, the joys, the fears of the ignorant peasant, he exclaims, are now concentrated on the fate of his own little patrimony; and France cannot hope to recover herself until she sees growing up every year a new generation, "strong, intelligent, loving knowledge no less than their country, and having at heart the double sentiment that no man can serve his country well unless he serves it both with his arm and his reason." This is a policy worthy of a philosopher and a patriot; and, if France would take M. Gambetta for her ruler and let him have full authority to give effect to his principles, she would soon become again the most formidable power in Europe.

WE learn from the Home Accounts of the Government of India for the year 1870-71 that "a pension" of £250 a year has been granted, as "a special allowance," to Mr. A. L. LeMessurier, late Advocate General of Bombay, one of the principal sufferers by the failure of the Old Bombay Bank. A "subsistence allowance" of £50 a year has been granted to Mr. R. W. W. Greenlaw, late Lieutenant Bombay Staff Corps. The salaries of Sir J. W. Kaye, Mr. W. T. Thornton, and Mr. Henry Lamb (Superintendent of Stores at Home) have been increased by £100 a year each.

THE weather at Bangalore has been slightly showery, but very pleasant of late. The tanks are full, and there is no disease amongst the people.

THE European planter of Sylhet, charged with caning a woman who thereupon threw herself into the river and was drowned, has been fined Rs. 250.

THE names of the "Wahabees" sentenced to transportation for life are Ameer Khan, Mobaruk Ali, Tobaruk Ali, Haji Din Mahomed, and Aminoodin. Hashmadad Khan and Peer Mahomed have been acquitted.

PROBATIONERS for the Staff Corps are not required to provide themselves with the uniform of the corps to which they may be attached, but may wear that of the regiment from which they came, and to which they belong, until gazetted to the Staff Corps.

THE Lahore paper considers that the state of affairs in the Court of Chumba calls for the immediate attention of Government. The treatment of the late Raja's female relations by Gopal Singh and his family should; our contemporary thinks, be at once enquired into. It is commonly reported to have been very cruel and heartless, and though this may be considered nothing unusual in a native court, there are political features in this case which demand more than ordinary investigation. It is said that the privacy accorded to Eastern females has been violated in a very extraordinary fashion.

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

REPUBLICAN MEETING IN HYDE PARK.

LONDON, 31ST JULY.

A meeting was held yesterday in Hyde Park to protest against the civil list of Prince Arthur. Very virulent speeches were made, and it was arranged to hold another meeting in Trafalgar Square this evening, which has been prohibited. The organisers have, however, decided to hold the meeting.

The Persian Minister denies that there is any famine plague in Persia.

LONDON, 31ST JULY, AFT.

The Liverpool Cotton Market to-day was flat. Fair Dhollera, 7¼d.

The sum of £500,000 has this day been withdrawn from the Bank of England.

The Bombay mail of the 4th July was delivered in London to-day.

WEATHER REPORTS.

MANGALORE, 1st Aug, 11 A.M.—Weather cloudy, thermometer 79, rainfall 1 inch 13 cents.

CANNANORE, 1st Aug, 10 A.M.—Weather cloudy, wind south-west, thermometer 76·5, barometer 30·830, rainfall 86 cents.

TUTICORIN, 1st Aug, 11 A.M.—Weather fine, wind west south-west, thermometer 94, barometer 29·723.

VINGORLA, 1st Aug, 12 A.M.—Weather overcast, wind south-west, thermometer 81, rainfall 75 cents.

CARWAR, 1st Aug, 11 A.M.—Weather cloudy, wind south-west, thermometer 79½, barometer 29·92, rainfall 4 cents.

REVIEW.

THE HISTORY OF INDIA, from the earliest Ages. By J. Talboys Wheeler. Vol. II. The Ramayana and the Brahmanic period. London, 1869.

WE must commence our notice of this book by objecting to the title. In the two volumes already published, Mr. Wheeler has given a very admirable summary of the two great Indian Epic poems, the "Mahabharata" and the "Ramayana," and has furnished us with very useful comments on the same. These two poems, it is true, contain most valuable materials for Indian history, but at the same time they are not in themselves history. An author who should give a summary of the Iliad would not be called a historian of Greece, yet it is on precisely similar grounds that Mr. Wheeler lays claim to have written a history of India from the earliest ages. Niebuhr, it is true, constructed a history of Rome in its early days from the old legends and traditions that had been handed down, but he did not transcribe the legends themselves, merely adding some comments, and then say—There is the history of Rome. Mr. Gladstone might call his "Studies of Homer and the Homeric Age" a history of Greece from the earliest period with more show of right than Mr. Wheeler has for the title he has adopted for his work. With this preliminary cavil we will proceed to our notice of the book itself.

Every one has heard of the great Epic poems of India, but few know much about them beyond the brief notices given in Elphinstone's history and works of the kind. The poems years ago were translated into Latin and French by Fauche, Schlegel, and others, but until lately little was done to make English readers acquainted with them. In 1863 Professor Monier Williams gave an analysis of them to the world, and Mr. Griffith has turned considerable portions of the Ramayana into English verse; but the analysis was too brief, and the verse translation too loose, for those who really wished to study these great poems which have entered so deeply into the heart of the Indian people, whose conversation is studded with allusions to the events and characters depicted in them, and to whom they are very much what the Bible and Shakespeare combined are to us. Under these circumstances Mr. Wheeler has done a good work in enabling us to form a closer acquaintance with the Mahabharata and Ramayana. His plan is to give an analysis of the poems, illustrated by ample extracts from the translated original, to which elucidatory remarks are subjoined; and a careful study of his book will perhaps give a clearer view of the poems than would be gained by the perusal of a complete translation where the mind would be distracted by the irrelevant episodes and inanities, as they seem to Europeans, that form so large a portion of the originals.

The first volume contained the story of the Mahabharata, while the one we are now considering is taken up with that of the Ramayana. The distinction between the two Epics is thus pointed out by Mr. Wheeler in his introduction to vol. 2, p. 72:—"The main traditions of both Epics are decidedly Vedic, but they belong to totally different periods. The story of the war of Bharata refers to the very dawn of Hindu history, when the Aryan invaders had only reached the upper courses of the Ganges and Jumna, and when the plains of Hindustan were a *terra incognita* to be converted by the later Brahminical compilers into a land of myths and fables. The main tradition of the Ramayana refers, on the other hand, to a comparatively recent period of Aryan conquest, when an Aryan Empire had been established in Oude, and when Vedic rites and institutions had advanced from the Punjab, or land of five rivers, into the very heart of Hindustan. Moreover, the Ramayana comprises four distinct phases of religion and civilisation. First, there is an old Kshatriya tradition, replete with Vedic ideas and institutions, of the exile of Rama from the Raj of Ayodhya or Oude; and the incidents of this portion of the narrative must be referred to a much later date than the patriarchal and barbarous age of the war of Bharata, although still belonging to the Vedic or pre-Brahmanic period. Secondly, there is a yet more modern Brahmanical tradition of a Rama, who apparently flourished as the champion of the Brahmanical Linga-worshippers of the Dekhan against the Rakshasas of the peninsula of India and island of Ceylon; and the incidents of this portion of the narrative must be referred to the Brahmanic or post-Vedic age. Thirdly, there is a Buddhist element. .... Fourthly, there is a religious element belonging to the age of Brahmanical revival; an age when the Brahmans set up the god Vishnu as a higher conception of deity than the old Vedic devatas, and represented the Rama of the two traditions as an incarnation, or avatar, of that spiritual divinity."

With this introduction we will now give a slight sketch of the contents of the poem, in the hope that the curiosity of our readers may be thereby excited to read the book for themselves and see the curious picture of old Indian life, and indeed, in many instances, of modern Indian life there displayed.

The Ramayana opens with a description of the great city of Ayodhya, in which the poet has laboured to describe a kind of Hindoo Utopia, where everyone was good and contented with the state of life in which he was placed, and "no one gave less than a thousand rupees to the Brahmans." This happy city was the capital of the country of Kosala, which was ruled over by Dasaratha, a Rajah of the Solar race, in whose cup there was one drop of bitterness, namely, that, though he had three wives and seven hundred and fifty concubines, he had no son. In order to obtain this blessing he performed an Aswamedha, or horse-sacrifice, which was celebrated with great pomp, and was attended by the "Raja of Mithia, and the Raja of Kasi, and the Raja of Anga, and the Raja of Magadha, and the Raja of Sindhee, and the Raja of Saurashtra, and all the Rajas of the Dekhan." Indra and the Vedic gods then assemble and receive their shares of the oblations, after which they repair to the heaven of Brahma, to whom they complain of the oppression exercised over them by the Rakshash Ravana whom Brahma had made invulnerable to the gods and demons. Brahma takes the petitioners to Vishnoo, who promises to become incarnate in the persons of the four sons of Dasaratha, and to slay Ravana by the aid of men and monkeys. Accordingly, a wondrous figure steps out of the fire and presents a cup full of the food of the gods to Dasaratha, who gives it to his wives, who thereupon conceive and bring forth, two of them one son each, and the other twin sons. Of these only three play an important part in the story, viz., Rama, Bharata, and Lakshman, which last attached himself to and became the *alter ego* of his brother Rama.

We then have a very minute and pretty account of the childhood and education of Rama, after which follows a narrative of an expedition of his, when but sixteen years of age, against the Rakshasas who lived near the south bank of the Ganges, and his killing the terrible Rakshasi Taraka. He afterwards went to the court of Janaka, Raja of Mithila, who had promised his lovely daughter Sita to whoever should bend the bow of Siva, which was so heavy that it was drawn on a cart by eight hundred strong men. Rama, however, easily accomplishes the feat, and thus wins his bride. A very detailed account is given of the marriage ceremony, in which Mr. Wheeler notes that it was performed, not by the Brahmins, but by the father of the bride—a Kshatriya.

After a rather pretty but very oriental picture of Rama's honeymoon and married life, we come to his appointment as "Yuvaraja"—a position held by the heir apparent similar to that of the King of the Romans under the Holy Roman Empire. This appointment, however, is most distasteful to the mother of Bharata, who wheedles her husband into promising to grant her whatever request she makes, and then calls on him, as he values his plighted word, to instal her son in Rama's stead, and to send the latter into exile for fourteen years. Daratha is overhelmed with dismay, and would even break his word to avoid losing his favourite son; but Rama, who has come to the palace for his installation, on hearing what has happened cheerfully declares his willingness to abide by the promise that has been made, and goes to take leave of his mother and to console his wife. Sita in a most touching dialogue insists on sharing her husband's fortunes, and the husband, wife, and his brother Luxuman set off for the forest to the great grief of all the people. They passed through the Bheel country, which then bordered on Oude, and went to the hill Chitrakúta, which is to the south of the river Jumna, where they took up their abode with the sage Valmiki, who dwelt there surrounded by many other sages.

After Rama's departure from Ayodhya the old Raja died of grief, and, as his sons were all absent, the corpse was placed in a bath of oil to preserve it till Bharata should return. The latter on his arrival performs the funeral rites of his father, but refuses to accept the kingdom, and when the necessary days of mourning are over goes after Rama to offer it to him. Rama, however, insists on carrying out the terms of the promise made by his deceased father, and Bharata has to content himself with taking his brother's shoes, to which he avows his determination of committing the management of the Raj, while he himself lives like a devotee outside the city. He further declares that unless Rama returns within five days of the completion of the fourteenth year he will enter the fire, after which he returns and manages the kingdom, carefully going through the ceremony of first laying every matter before Rama's shoes.

In the meantime, Rama, with his brother and wife, spend thirteen years in wandering in the forest and visiting various hermitages from Bundelkund to Nassick in this presidency. While at the latter place he has a tremendous battle with the Rakshasas, whom he utterly defeats, but whose king, Ravana, afterwards forcibly abducts Sita during her husband's absence, and takes her off to his palace at Lanka in Ceylon. This king, who, though he ruled over the Rakshasas, was the grandson of a Brahmin, is represented as having ten heads and twenty arms, and had by Brahma been rendered invulnerable to gods and demons. On his way he was attacked by Jatayus, the king of the vultures, whom however he defeated and mortally wounded. Through Jatayus and some monkeys to whom Sita had thrown down her ornaments on the way, Rama finds out who the ravisher of his wife is, and plans her rescue. It is well observed by Mr. Wheeler that at this stage a great change takes place in the character of the hero. Previously he had been represented as a divinity able with his single arm to slay whole armies of Rakshasas, but now he becomes little more than a mere human warrior, and is obliged to seek for aid. The kingdom of the monkeys, which appears to have been situated somewhere near Mysore, was disputed by two brothers, with the younger of whom Rama sided, and aided him to kill his brother and thus gain the kingdom. The new king forms an alliance with Rama, assisting him with an army under the command of Hanuman, who is one of the most prominent characters in this part of the poem. This hero leaps the sixty miles that separate India from Ceylon, and reconnoitres Lanka in the form of a cat. While there he was a witness to Ravana's proposals to Sita and her indignant rejection of them, and was enabled to console the latter by giving her a token from Rama, to whom he offered to carry her. She however refused, partly because her delicacy forbade her touching any man but her husband, and partly out of consideration for Rama's honour, and for fear that the world would consider him a coward and unable to punish Ravana if she were taken by stealth away. Hanuman then, after committing a tremendous deal of mischief in Lanka, rejoins Rama, whom he warns that Sita must be released within a month, or she will have killed herself to escape from the importunities and possible violence of Ravana.

Preparations were then made for the invasion of Lanka, and Ráma commences by invoking the aid of Siva and setting up a Linga in his honour at Ramisseram, where a magnificent pagoda still commemorates the event. The difficulty of getting the army across the Strait is overcome by a monkey named Nala, who builds a bridge of stone, across which the force passes. The siege and assault of Lanka is then described with all the grotesque and extravagant details of which the Hindoo imagination is so prolific. Suffice it to say that, after a great deal of fighting, and finally a single combat between Rama and Ravana that lasts for seven days and nights without intermission, Rama finally kills his antagonist with a charmed arrow which would have saved him much trouble if he had used it in the beginning. Lanka, of course, falls into his hands, and he makes over the sovereignty of it to Vibhishana, the brother of the deceased Ravana. The new Raja then conducts Sita to the presence of Rama, who, however, receives her coldly, and suspects her purity until she proves her chastity by the ordeal of fire.

Rama then evacuates Ceylon and destroys the bridge, after which he goes to the north in a magic chariot and sends a message to his brother Bharata just in time to prevent the latter from entering the fire. The triumphant entry of Rama into Ayodhya is next described in much detail, and his installation as Raja, after which he dismisses his faithful allies the monkeys.

The story would seem naturally to end here, but there is a sequel which relates how Rama's suspicions regarding Sita revive, and he sends her into exile, notwithstanding the fact of her being pregnant. She is conveyed by Lakshman to their old abode at Chitrakúta, where she is received by Valnuki, in whose house she gives birth to two sons, Lava and Kusa, from the latter of whom the Kachwáka Rajputs affect to derive their origin, while the Badkuja Rajputs claim to be descended from the former. These boys when fifteen years of age become known to their father from their taking a horse which he had destined for an Aswamedha to expiate the sin of having killed the Brahman Ravana, and this leads to a reconciliation between Rama and Sita, who live happily ever after.

Such is a brief sketch of the plot of the famous Ramayana, a poem which the Hindoos regard with as much reverence as we do the Bible. The narrative, as abbreviated by Mr. Wheeler, is a most interesting one, though its very succinctness throws out into strong relief the absurdities and discrepancies which to European eyes mar the effect of the poem, and some of which the Hindoos attempt to explain away by mystical interpretations. Apart from these the poem possesses great intrinsic interest from its antiquity and the pictures it gives of Hinduism upwards of two thousand years ago. While in some respects we are struck with the unchangeableness of oriental life, in others we cannot but remark the great change that has taken place since the poem was written in the religion of the Hindoos, as for instance when we find a cow and her calf sacrificed by the Brahmans at the funeral of a Raja. We commend to those interested in the late discussions regarding the land assessment in this country the passages in pages 169 and 247, where the conduct of the Raja is denounced who receives the sixth part of the harvest as his revenue and yet protects not his people with paternal care. There are many other points of interest that we should like to point out, but our review has reached too great a length to admit of our doing so.

We must, however, notice one point where Mr. Wheeler has come to a conclusion different from that ordinarily received on what seems to us insufficient grounds. It has generally been considered that the Rakshasas against whom Rama fought were the aborigines of the country, and Mr. Wheeler himself, when referring to Rama's first expedition (p. 37), agrees with this view. He considers, however, that the Rakshasas of the south were not aboriginal tribes, but Buddhist schismatics. Now, as the Buddhists are mentioned by that name in the poem (p. 215), we cannot see any reason for identifying them with the Rakshasas, who are throughout represented as differing entirely in appearance from the Aryans. It is true that their raja, Ravana, is represented as being of Brahman origin, but it is quite as easy to suppose that he merely joined and headed some aboriginal tribes as that he became a schismatic. Had he adopted the latter course, we can see no reason why the term Buddhist should not have been applied to him, as it was evidently considered by the poet quite as vituperative a word as Rakshasa.

We have confined our attention in this notice entirely to the story of the Ramayana, and have left ourselves no room for remarks on the interesting disquisition on the Brahmanic period, which forms Part V. of Mr. Wheeler's work, and which is well worthy of being studied. We shall look forward with interest to Mr. Wheeler's next volume, which will treat of the Buddhist period, one of which much less is generally known than of the earlier periods. We can in conclusion only express a wish that the author had brought out his very valuable work in a cheaper and less bulky form, for the two volumes already published are, from their size and price, out of the reach of many who take an interest in the subjects they treat of.

INDIA FINANCE COMMITTEE.

(SPECIALLY REPORTED FOR THE "BOMBAY GAZETTE.")

FRIDAY, JULY 7.

THE Committee re-assembled this morning—Mr. Ayrton in the chair.

MR. GEDDES.

Mr. Geddes was the first witness. He said, in reply to Mr. Fawcett—I was sent down to administer the relief during the famine at Orissa. I gained my entrance into the service by competitive examination. The famine was occasioned by the pressure of taxation. I mean by the depreciation of food on account of payments for taxation. There are reserves of food kept in store, in order to meet a scarcity in unfavourable seasons. Those reserves had been sold, in order to provide for the payment of taxation. Therefore, often the increase of exports in India are a sign of the reverse of prosperity. I do not attribute the whole of the increase of exportation to the pressure of taxation, but a good deal of it. I agree in the opinion that the want of irrigation contributed to the severity of the famine. I believe that more irrigation works would be a benefit to Orissa, provided it do not cause too great a pressure of taxation on the district. No doubt they would, if paid out of the general taxation of the whole of India. I doubt if more irrigation would be remunerative, judging by past experience financially, but practically they would, if they brought in sufficient to pay for the repairs. I believe that is a fair sample of the remunerative returns of irrigation works in India. A million has been spent in Orissa for irrigation, and I believe that it does not return more than to pay for the repairs, leaving nothing for interest. I have investigated carefully the question of the occurrence of famines, both under the native and British rule. I believe these are on the increase under the latter. But that is not the general opinion of Indian officials. I judge from the extent of the mortality. I consider that, allowing for the number of the population, the mortality in famines under the native rule could not have been so excessive, or that the population would never have recovered itself. I refer to the reports of Warren Hastings, quoted by Mr. Hunter, on which he bases his statement. Warren Hastings explains that he could not send home more money on account of the difficulty of collection, owing to the pressure of famine. If the famine in Bengal had been so severe in 1771-72, so much money as was collected could not have been recovered. In 1866 it was necessary to make a considerable remission of revenue in addition to the sums expended in relief. I am aware that these opinions are different to those generally expressed. I attribute it to the greater sale of the produce of the land by the tax-payers. The facility of communication has brought about this effect, that more of the produce is exported and less retained for consumption on the spot. There must be a great difference in the conditions of society formerly and at the present time. I do not consider the advantages of British rule in other respects have made up for this disadvantage of the greater export of produce; certainly not if the cost of irrigation and public works is to be borne by the districts. In this respect the railways have proved a disadvantage, and I do not think that in other respects they have made up for this drawback, as they do not pay the interest charged. The accounts, I consider, are more unfavourable than they actually appear to be. I refer to the amount paid for the guaranteed interest which has averaged £793,000 in the last twenty years, during which a total of more than fifteen millions has been remitted from India for that purpose. In some years it has been below, but in others twice that sum; but an allowance is to be made for the sums saved by the Government in the transport of troops, &c. The railway companies have contributed eighty-one millions, and the Government, as subsidy, twenty-six and a-half millions. You cannot, therefore, make a fair estimate of the financial returns from the railways, unless you include the latter sum, as well as the liability of the guaranteed interest. I do not think that the annual loss to the Government is as much as a million and a-quarter, but about a million and a-half. In the last Budget it is set down at £1,800,000. I think that if the railways go on as they are, the loss will not be decreased. I am aware that the best and most profitable lines have been taken up, and the others likely to be constructed are not likely to be so profitable. I am aware that it is stated in a despatch from the Duke of Argyll that the bridges on the Great Indian Peninsula line are likely to come down by the rain. I have no knowledge of that fact. I have no official knowledge of the working of the railways, except that generally of people living in India. That general opinion is that they will ultimately pay. I believe that it will be impossible to make English constructed railways pay in India. I do not go so far as to say that the Government guaranteeing interest, the shareholders have so good a bargain that they have no interest in enforcing economy. I believe that, generally speaking, the yield of the land in India, as regards cereal produce, is less than in England. But it is difficult to obtain precise information or reliable statistics. I understand the yield of wheat in India to be 800 lbs. per acre, but in England 1,600 lbs. When the Orissa Irrigation Company handed over their works, their shares were at a discount. The Government took them over at par; besides other payments the company, I believe, had been paying dividend out of capital. The general theory for the construction of irrigation works is that it will save and keep up the land revenue. That is a proof it is too high, and it would be better policy to lower the land revenue rather than borrow money for the purpose of keeping up a precarious revenue by means of works so uncertain in their returns, especially if the lenders of the money expect to be repaid their principal. It would be different if they were paid for out of the surplus revenue. I am aware that some irrigation works are said to be very remunerative, but I believe that is made out by including the benefit to the land revenue. I consider it to be unfair to tax the whole people of India to carry out railways which are of local benefit only. That it is monstrous to tax Burmah to bring down cotton to Bombay. I believe that the expenditure of the Government will go on increasing. I regard that as the permanent feature of Indian finance. I believe that the cost of British administration is increasing more rapidly than the means of the people to pay for it. The normal feature of India is the constant enhancement of the price of food. It has begun since the mutiny, and that is to be attributed to the increasing necessity to export food to obtain the means to pay for the railways and the increasing Government expenditure. The standard of living and social comfort is on the increase. The cost of the army is constantly on the increase. The increased compensation paid to the native troops for provisions will give a measure, if it could be obtained, of the enhancement of the price of food in India. As prices increase, the cost of government will increase. A greater area of land will be taken into cultivation; but there will be a greater amount of produce to be sold to meet the Government expenditure and payments in London. The counterbalance is the increased trade of England with India. I wish to point out that the returns of the commerce and navigation for 1870, which gave a sketch of the trade of India, show that the total export and import trade with England give a total of 65 millions, whilst the coasting trade of India is only 21 millions, so that you have the maritime exchanges of two hundred millions of people amongst themselves as 21 millions, whilst with a people of thirty millions on the other side of the world it is 65 millions. I believe that the expenditure of Government is likely to increase, but I can give no opinion as to whether England will be likely to pay for it. (The witness then referred to the revenue returns for 1868-69.) The gross land revenue was 22 millions odd, and the net revenue 19 millions odd. The total cost of the army and marine, including stores, payments in England, ecclesiastical and medical services, and public works, obviously military, was £20,790,717, unpleasantly near the land revenue which must be the chief reliance of the Government. The total revenue is about 50 millions, and of that two-fifths has to be paid for the cost of the army. The cost of assessing the land revenue absorbs a large proportion of what is set down as the income. I include the pensions and other payments. I do not know whether the land revenue is to be regarded as fixed even during the period for which the assessments are made on account of the local cesses. I believe that the assessment generally does not bear an excessive proportion to the produce of the land. We are quite ready, often too much so, to admit that previous assessments were too high. If you will look at the history of the customs revenue, you will find that they are very stagnant as a source of revenue. There was an increase about the time of the mutiny. The customs duties a generation ago were very much larger in proportion to the number of the people and the increase of territory. But that was owing to the prevalence of the transit dues which are included in the customs. Just after the mutiny it was attempted to get as large a revenue as possible from the customs, but it injured the trade and prosperity of the country. The customs fell off, and the customs duties had to be modified. The accounts for the particular years do not show the exact financial position of that year; for instance, the mutiny ended in 1858, but the financial secrets of that time would not appear until 1860. Comparing the customs returns of 1792 with those of the present time, it shows that the consumptive powers of the people of India do not, as regards foreign imports, correspond with the cost of the Government, and it is impossible to regard the customs as an adequate source of revenue. I think that the heavy taxation does press on the people. The increase of the salt duty presses on them. In the time of the Nawab, the salt tax was 2½ per cent. on Mahomedans, and 5 per cent. or double on Hindoos; but now I think the estimate of the duty as regards the selling price of the commodity is 700 per cent., and I believe that in some cases it has been spoken in the Committee as 2,100 per cent. I do not think an increased revenue could be obtained from stamp duties. It is quite high enough. I think they press heavily on the poor suitors who already pay the land revenue. I think it too much to make a man pay a rupee for leave to bring a complaint before a magistrate. That is from six to eight days' value of his labour. The opinion of the natives is very hostile to our excise system. They commonly speak of the increase of drunkenness as brought in by the English. That is their opinion, but it is crudely given. They mean that if they are left alone, they would put it down very soon; but that our system interferes with it. I refer not only to opium, but to the general sources of excise. If the Government did not require opium, less would be grown. It is useless to talk of free trade when the Finance Minister directs the trade in certain channels, and not only competes with the native producer, but interferes with the land being applied to other products. Under the native rule no Rajah could obtain an opium revenue. The Brahmins would very soon start him out. I believe that the cultivation of opium by the Government is prejudicial to the natives. It breaks down their faith in their own religion. I regard the failure of the opium revenue as a mere question of time. It depends on our treaty rights with China, which are not very creditable to us; and if they cannot be maintained, the opium revenue will fail. It seems to me too wrong to expend the whole proceeds of a precarious tax as if it were a permanent reliable source of revenue. An income-tax, owing to the peculiar domestic life of the Hindoos, presses on them far more heavily than we have an idea of. It bears far more heavily in proportion to the income; for instance, owing to the family system of the Hindoos an income of £1,000 a year may represent the income of ten families of £100 a year each. I remonstrated against the assessment of the income tax in Southern Orissa just recovering from the effects of the famine. From my personal knowledge I may say that the income-tax has produced widespread discontent. It extends very far; half by reason of the inquisitorial nature and of the impossibility of controlling the subordinate officials; not from any inherent vice of the native character, but because it is impossible to obtain trustworthy officials. I believe that it is not impossible to impose a satisfactory income-tax. But I believe it is impossible for the English Government in India to do so. I take some exception to other returns, for instance, the Currency Department is always made out to return a profit. I speak of the item of interest. For instance, from 1865 the department annually shows a profit from interest, but it seems to me that they do not allow anything for the cost of carrying about the silver which is held in return to meet the various payments. The department takes charge of the exchanges and debits them to the general revenue, as I believe, at a loss; and also I consider that enough is not set aside as the loss of interest on the large sums that the Government hold in hand. If the Government was suddenly called upon to pay the bank-notes in cash, I mean if there was a Black Friday and a run on the banks for the payments of notes, in cash, the Government would either have to sell a large amount of its securities at a great loss, or pass an immediate Act to suspend specie payments, which would cause great commercial distress and loss. Local taxation is largely on the increase. It would be most unwise to interfere with the very complicated and intricate system of land tenures in Bengal. The natives would certainly regard it as a breach of faith. I cannot give a comparison of the pressure of taxation under the native Government that immediately preceded us, and under British rule. There are now no splendid native cities such as Delhi, and now no clerical class solely engaged in native literature. I speak of these solely as a measure or standard of the wealth of the people. We have more frequent famines now than before. The hostility to the new taxes is not so much on the part of the Hindoos to the weight of, but to the trouble that it occasions. They are a very patient people, and there is very little of the public opinion such as we know of as regards taxation. We could not collect the land revenue, as the native Governments did, in kind. A foreign Government, knowing little of the people, could not set millions of bailiffs to collect the produce of all the threshing floors of the country. Under the native Government, it is more like a system of communes or feudalism very different to the rule of a large empire. I spoke in general terms when I said millions of bailiffs. I said that the revenue was largely collected in kind, but I am aware that a system of payments in money had long been established before our rule in many districts. I have published a pamphlet pointing out discrepancies between the Government accounts published in Calcutta and in England. I believe that they have not been corrected. The accounts of 1865-66 are set down as resulting in a surplus in the English figures as £1,632,118, but in the Calcutta blue-book it is twice set down at £27,66,068. In the English returns we have the revenue in gross, and in Calcutta we have the net returns.

In reply to Sir S. Northcote—I do not think that this explains the difference, and that the fact of the stores purchased in England being set down in one, and not in the other, does not reconcile the discrepancies.

Sir S. Northcote—Are you not aware that I called attention to the discrepancy, and it was corrected?

Mr. Grant Duff—In fact, that it was corrected three years before you found it?

Witness—I am not aware that it has been corrected at all. I do not think that it ought to have occurred in Government accounts properly audited. With respect to the accounts of 1865, I found discrepancies in the miscellaneous and railway receipts. The accounts were passed that year by the House of Commons as showing a surplus. They were asked to do so by Sir S. Northcote in spite of these discrepancies, and the House of Commons did so, but I have not been able to find any proof that they were ever corrected.

Sir S. Northcote placed a volume of Hansard in the hands of witness, and asked if he did not find that the error having been noticed the revenue was set down in the resolution as so much and the expenditure as showing so much, and that in the resolution the House is not pledged to the accuracy of the figures 2.

Witness—Yet it is so, but the authorities in Calcutta dealt with it as if the House of Commons had absolutely passed this surplus of over two millions. I do not object to either the Calcutta or the English figures, but I found out that they do not agree. The consequence of the discrepancy is that one may show a surplus, and the other not.

Sir S. Northcote—It is a fact that the discrepancy affects the English accounts, but are not the Calcutta ones accurate, and does it affect the administration of India?

Witness—Yes, so far that it shows the accounts of the Government are not accurate as they ought to be.

What is the practical effect?

Witness—Only that it destroys confidence in the returns of the Government.

Mr. Grant Duff—Are you not aware that the whole of the returns are laid before Parliament, and will show that the accounts are accurate, and that from them this particular return was compiled?

Witness—Yes; but this document professes to be the return of the revenue to be laid before Parliament.

In reply to Mr. Fawcett—The accounts of the budget for 1870 show a surplus of £1,18,000, but I take exception to an item of £375,000 for the sale of waste lands. I believe that it is the result of sales in previous years. I am not sure, but I believe there is an Act of Lord Canning directing that the proceeds of the sales of waste lands should be invested in Government securities. I hear of an item of £170,000 of Holkar's tribute and others, which ought not to be put to current revenue in an accurate and business-like statement. I do not say that if the accounts were so drawn up, there would be a deficiency of a million.

Mr. Fawcett—Can you show in any one year any items which you consider wrongly set down as current income, which would affect the surplus of that year?

Witness read several passages from his pamphlet, but they were only a general condemnation of the system of keeping the accounts. On being pressed, the witness said that in 1862-63 he took exception to the item of £7,29,000 for the sale of khas-mehals and the miscellaneous receipts, which included large sales of stores and ships, which being bought by borrowed money and being property, ought to have been applied to the diminution of the debt, and not to revenue, whilst the sales of the khas-mehals affecting the position of Government property ought also to be applied to the reduction of the debt. I believe that a very small proportion of the total debt of India is held in India.

In reply to Mr. Grant Duff—I am in the service of the Indian Government. I was Collector of the Pooree rate, in the southern district of Orissa. I expect when I return to be placed in a position as good. I did say that if England could not govern India more cheaply, she ought to withdraw from India. I spoke of the future. I, being a servant of the Government, do not consider the Government of India to be so fine as it is generally considered to be. I do not think that it is for the benefit of India and in temporal matters, and that it is breaking down the spiritual feeling of the natives. I have written a pamphlet which sets forth these things fully. I have spoken in it of the Government as inefficient to keep up the native religious feelings.

You have compared the Government of India, to which you are about to return, as similar to that of Mandarins desirous of making money?

I should not put it so strongly now. I consider the great defect of Anglo-Indian government as the lack of spiritual rule working through native institutions. I believe that the Government of India is a great wrong to the English working classes. I believe that in the case of another trouble or mutiny, India would be a greater evil to England than Gambetta was to France.

Mr. Grant Duff read quotations from the pamphlet describing the relative positions of the working people in England and India.

Witness—That is now my mature opinion. I have stated in the pamphlet that it is desirable to have a sort of commune or committee of public safety. The evil of absenteeism in the case of an agricultural people like those of India prevails to a greater degree than in Ireland. I allude to the home charges, which I consider excessive in proportion to the revenue. It is true that a good deal of money from England is spent in India, but for that India has to pay interest. I do not consider that the railways have so much tended to increase the rates of labour all over India as the increased price of food rendering that increase in the wages necessary. Of course you cannot shove a large sum of money into the midst of a rude, little advanced people without dislocating all social relations, but it does not follow that the rise in wages will be permanent; and I believe that the evils have done more harm than the good has proved beneficial. And I believe that in the Southern Provinces the rates of wages have fallen as the railways have been completed. I have no knowledge of the Central Provinces. I believe cultivation is increasing, but I do not regard it as a proof of prosperity. It does not follow because the area of cultivation is increased, that the people may be better off if the produce has to be sent off to England. It does not show that the people have a surplus to export, after their own wants are supplied, if taxation absorbs the greater portion of the proceeds of the produce. The people are obliged to meet the pressure of taxation, to resort to the cultivation of oil-seeds which go to England to supply food for cattle for the London markets and to lubricate English machinery, instead of produce, which would be more adapted to their wants as articles of food. It is the same with opium. The advances swallow up the profits of the cultivators. I believe, of course, that opium yields a better return than corn, or the ryot would grow corn instead; but it does not benefit the particular ryot or the country at large. If the taxation of the country absorbs a greater share of his profit, the ryot is perfectly free to grow what crop he likes.

Mr. Cave pressed the witness very hard to show how, if the ryot was perfectly free and grew the most profitable crops and had a surplus to export, these facts are not a proof of individual and general prosperity.

Witness replied that the maxims of political economy were erroneous as applied to India. He was speaking of the progress of society from generation to generation, and not of individual prosperity. Besides, there was no individual spontaneity in the operation of the ryot. He was under the pressure of political necessities extending from China to England.

In reply to further questions—I believe that the famine in Orissa was caused by the land being devoted to opium. The famine was not caused by the land growing nothing at all, for if wheat had been grown, there would have been the surplus stocks of previous years to fall back upon. Although the people are perfectly free, I believe the influence of the British Government is prejudicial in spiritual affairs; for instance, it would not allow the Brahmins to throw themselves upon public opinion in order to put down the opium cultivation. I spoke of the magnificent buildings. I do not see any attempt made to keep these temples in repair. I am aware that they were constructed in India, as in Egypt, by the forced labour of slaves, but that was in accordance with the ideas of the times.—By one despot having millions of slaves at his disposal?—Yes; but that might be a very good system. I believe that the disorganised state of India just previous to our taking possession is much exaggerated by the native writers. The rulers took as much as they could, but the system was not purely arbitrary. It was modified by spiritual influences and the habits and customs of society.—Was this produce of the land taken by the native rulers applied to the general benefit of society, or for the maintenance of large bodies of retainers who did nothing but maraud and rob?—It is difficult to give a precise answer. Well, generally?—I do not think that any rule so systematically bad could exist.—Can you mention any particular advantage the natives then enjoyed?—They had more original thought. I believe that whole districts were laid waste by marauders, but it was not worse than in France or Germany at the same period. The Hon. F. Shore instances the state of Delhi two hundred years ago, and its trade and manufactures as a proof of the general prosperity. I imagine that India is more productive than it was a century ago, but you must make allowance for the accumulation of capital and its investment. At the beginning of the century, the rate of interest on deposit might be 9 per cent., but I should have thought even more. I do not know what the rate of interest might be amongst themselves. It might be one and half per cent. per month. I do not think it has fallen one half. I cannot say why it has fallen. It must be affected by the importation of money, as well as by local causes. I do not consider that the fall in the rate of interest indicates a surplus accumulating year by year from the export of produce. It would not apply generally, but only to particular classes. The country might have more capital in it, but the people generally would not be so much better off for it. It is not a proof that the people have so much more capital that they do not care to invest it at the current rates. If the amount of capital imported into the country is divided per head amongst the population, it is very small.

The committee then adjourned.

BOMBAY.

FEVER and ague is still prevalent in Poona.

RAIN AT MALCOLM PEITH.—The fall of rain at Malcolm Peith up to 15th July amounted to 75 inches and 9 cents.

THE VAGRANCY ACT.—On Monday last there were 45 European vagrants in the work-house attached to the House of Correction.

A SPINNING COMPANY AT RANDEER.—We understand that a Spinning and Weaving Company is shortly to be started at Randeer, in the Surat collectorate.

TRESPASS.—Dhondoo Hassan, a calasee, was fined five rupees by the Chief Magistrate yesterday, for trespassing on premises belonging to Government without any satisfactory excuse.

REVENUE COMMISSIONER OF BARODA.—We learn that Tatia Saheb Soorkbey, son-in-law to H. H. Mulharao by his first wife, has been appointed Revenue Commissioner of Baroda, in place of Hariba Dada.

ASSAULT.—Yesterday, in the Girgaum Police Court, Luxmon Goptee was convicted of assaulting one Rama Allia, and sentenced to pay a fine of Rs. 25, with the alternative of a month's imprisonment.

RAJA OF OODEYPORE.—Chundersing, Raja of Oodeypore, arrived in Bombay on Monday with about twenty-five followers, and has taken up his residence temporarily in a dhurumsalla near Grant Road.

HEAVY RAIN AT AHMEDABAD.—We learn from a Guzerat paper that in consequence of heavy rainfall at Ahmedabad last week a portion of the railway between Ahmedabad and Sanund was damaged.

THEFT OF A WATCH.—A Mussulman named Rahim Edoo was yesterday sentenced by Mr. Showell to four months' rigorous imprisonment for stealing a watch, of the value of Rs. 45, belonging to Vincent Manuel.

CUTCH.—It is stated that Mr. Ochuvlal Nugindas has been appointed Deputy Dewan to His Highness the Rao of Cutch, in place of Mr. Bhogilal Pranvullubdas, who has been appointed head master of the Baroda High School.

CRIMINAL BREACH OF TRUST.—Mr. Showell yesterday sentenced one Hasson Bux Imam Ali to two months' imprisonment, for criminal breach of trust, in respect of a silver ornament, worth Rs. 44, belonging to Shaik Abdool Rymon.

THE PERSIAN FAMINE FUND.—The Parsee residents at Nowsaree have forwarded through their high priest and Mr. Burjorjee Pallonjee Rs. 435 to Messrs. Merwanjee Framjee and Co., in Bombay, in aid of the Persian Famine Fund.

GAMBLING.—Chotoo Ameen and nine others were yesterday charged, in the Girgaum Police Court, with gaming with dice and money in a public thoroughfare, and were each fined five rupees, or in default to suffer seven days' imprisonment.

TRESPASS AT THE BYCULLA CLUB.—In the Girgaum Police Court, before Mr. Showell, yesterday, one Aneef Aseen was charged with trespassing in the compound of the Byculla Club, and was fined Rs. 20, with the alternative of a month's imprisonment.

THE CHARGE AGAINST THE CARTING AGENCY OF THE BARODA RAILWAY.—The case against Mr. Byramjee Nusserwanjee Servai and others, in connection with the carting agency of the Baroda Railway, comes on for hearing in a day or two before Mr. Ollivant, assistant magistrate of Surat.

A PROW SUNK.—On Monday morning, a prow, laden with 100 bales of wool and 17 bales of cotton, belonging to one Lalljee Soonderjee, sank near the Carnac Bunder, in consequence of her scraping on a rock whilst proceeding to a ship in the harbour. 22 bales of the wool and all the cotton have been picked up.

ACCIDENT.—On Sunday last, as six men were engaged in putting up a scaffolding in order to whitewash a house at Chumarwady, one of the bamboos gave way, so that the men fell to the ground. One man was seriously hurt, and the others received slight injuries. They were all sent to the Jamsetjee Hospital.

A SUSPICIOUS CHARACTER.—At the Fort Police Court yesterday, before the Senior Magistrate, a Seedee named Abdoola Nassur was charged with being found between sunset and sunrise in a building without being able satisfactorily to account for his presence therein. He admitted the offence and was sentenced to three months' hard labour.

THE KURRACHEE SMALL CAUSES COURT.—We (*Our Paper*) have been credibly informed that Colonel Sou

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they, Judge of the Small Cause Court, will proceed on furlough to Europe in November next, and that either Major Wallace, Acting Collector of Shikarpoor, or Mr. Walker, C.S., Deputy Collector of Shahbunder, will be his successor. As, however, it is rumoured that Major Dunsterville will also obtain a furlough on the return from England, in September next, of Colonel Lambert, it is more than probable that Major Wallace will remain where he is, and that Mr. Walker will succeed Colonel Southey. It must be borne in mind that Mr. Walker is a gentleman of very high attainments, and as he is a barrister-at-law as well, we think that his nomination to the judgeship of the Court of Small Causes will be considered a matter of congratulation both by Government and the community of Kurrachee.

SCINDHIA'S GIFTS.—We understand that His Highness the Maharaja Scindhia, G.C.S.I., has presented to the David Sassoon's Infirm Asylum the sum of five thousand rupees, ten thousand and three hundred rupees to all the schools of the Poona City, and five hundred rupees to the Native General Library. We also understand that His Highness will distribute alms to the poor on Thursday next, two rupees to each individual.—*Poona Observer.*

THE WEATHER AT POONA.—We are glad to observe that the rain continues in a steady fall, but the quantity is very small indeed, only 1·25 inches having fallen in seven days, but it has sufficed to cool the earth and that of the atmosphere also, and the early mornings and evenings are pleasantly cool and refreshing. The prices of grain and other produce still, however, remain firm, but no doubt in a week or so they will fall. The weather resembles very closely that of an English fair spring.—*Ibid.*

THE HOUSE OF CORRECTION.

THERE were in all 263 prisoners in the House of Correction on Monday. Of these, 82 were under sentences from the High Court, 2 from the Court of Petty Sessions, 151 from the Police Magistrates, and 28 from Military Courts Martial. Of the prisoners, 158 were natives, and the remainder, 105, were Europeans.

THE WEATHER AND THE CROPS.

(FOR THE FORTNIGHT ENDING 15TH JULY.)

KULLADGHEE COLLECTORATE.—Rain fell more or less in almost all the talookas of the collectorate. The state of public health was reported to be good.

BROACH COLLECTORATE.—Rice, cotton, &c., have been sown, but there was a great want of rain. Sowing operations have not been commenced for want of rain. The public health was reported to be good.

SURAT COLLECTORATE.—The fall of rain was very slight during the fortnight. The jerayet crops were in good condition, except in Oolpar, where the rain was very slight. The rice plants were ready for sowing in rice lands, but for want of rain they have not been sown. The public health was reported to be good, except in Chicklee, where fever prevailed. The cattle were free from disease.

SATTARA COLLECTORATE.—There was sufficient fall of rain in the Malcolm Peith and Pahtun talookas, and the sowing of khureef crops were nearly completed. In the Jadlee, Waee, Koregaom, Karar, and Walvu talookas, the fall of rain was scanty and partial, and consequently the sowing of khureef crops was greatly impeded. In the rest of the talookas there was no rain during the fortnight. The young crops were suffering for want of moisture. The state of public health was good, with the exception of two or three talookas, where fever slightly prevailed.

FATAL ACCIDENT.

A CORONER'S inquest was held yesterday at the Jamsetjee Hospital concerning the death of Dewjee Rowjee, a boiler-maker apprentice in the service of the G. I. P. Railway Company.

Robert Cooper said—I am the foreman boiler-maker in the workshops of the G. I. P. Railway at Byculla. The deceased was an apprentice employed under my orders. He has been under me for about two years and three months. On Saturday, the 29th July, at about five minutes past 11 in the forenoon, I was informed that the deceased had been injured whilst cleaning the punching machine. I went at once to the spot and I saw the deceased lying on the floor. His throat was cut and his right arm was broken. I brought him to the J. J. Hospital. On my return to the workshops I made enquiries as to the manner in which the deceased had received the injuries I have named. I was told by one Barkoo Hurry, who is a rivetter in the workshop, that he had seen the deceased at the punching machine. This machine is put into action by a belt from the main shaft. This driving belt turns two cogwheels, which work a tumbler, by which the beam of the punch is raised and lowered. Barkoo further said that he saw the sleeve of the deceased's jacket caught between the two cogwheels, and his arm was drawn in between the cogwheels, and as the deceased was drawn in, his throat came into contact with the drawing belt wheel, and he thus received the injuries to his throat. It is against my orders for any one to clean any machinery whilst in motion. The driving belt should always be cast off before any part of the machinery is cleaned. There are about 170 boiler-makers employed in the workshop. I was in the workshop at the time of the accident, but not near the punching machine. I have one muccadum under me to supervise, not the boiler-makers, but the coolies. Nobody appears to have seen the deceased attempting to clean the punching machine. The deceased had been employed in punching washers at this punching machine in the early part of Saturday. It is usual in the workshop to clean all the machinery on Saturdays, and for this purpose the driving belt is thrown off from each machine at 12 o'clock, and half an hour is allowed to clean it in. A notice had just been issued that Monday would be a holiday, and I imagine that the deceased wished to finish his work quickly in order to talk to the other boys about the holiday. I think no one but the deceased was to blame for the accident. It is impossible for me to say what each man is doing.

The jury came to the conclusion that the death of the man was caused by injuries received by his having been accidentally entangled in machinery in motion.

SIND.

KURRACHEE, 28TH JULY.

PURSUANT to programme, the lady and gentlemen amateurs of the station appeared again in Frere Hall on Monday night (25th instant), in the operatta of *Box and Cox*, and Andrew Halliday's much-admired farce *The Area Belle*. In the former, Dr. Close, R. A., personated the journeyman printer, Mr. Box, and Lieut. Barrington Foote, R. A., the hatter, Mr. Cox. Sergeant Bouncer, late of the Dampshire Yeomanry, with military reminiscences, was represented by Captain Worseley, R. A., and Captain Dowden, R. E., presided at the piano. As anticipated, the performance was a perfect success, and fully sustained the reputation of those who took part as vocalists and actors. The Area Belle (Penelope) was personated to a nicety by Mrs. LeMesurier, and quite as much can be said for Miss Montriou as Mrs. Croker. Pilcher (the policeman) was played by Captain Worseley, Tosser (the grenadier) by Mr. Foote, and Chalks (the milkman) by Mr. E. T. Anderson. The scenery was all that could be desired, and last, though by no means least, Captain Dowden's masterly performance on the piano lent a charm to the evening's entertainment which cannot be overestimated. The proceeds of this, as well as the previous performance, are to go towards the Royal Life Boat Institution, and it must be a source of no small gratification to the members of that noble service, the life boat crew of old England, to know that, even in this remote quarter of the globe, their deeds are not forgotten by their grateful countrymen.

Apropos to the subject of amusements, I would mention that sundry other theatrical, magic, and negro minstrel performances will come off in the course of next month in Frere Hall, some of them, it is said, under the directorship of Mr. Bartells, professor of music, bandmaster 2nd Belooch Battalion, conjuror, comedian, &c. With such a fund of amusement in prospectu, we ought to be contented with our existence in Kurrachee for, at least, the next month or so.

But I have forgotten to mention *the* event that is to be of next month—I allude to the Government Ball, which comes off on the 25th. If we may give credence to what we hear, it will rival all that have been given in Kurrachee since the conquest, and, further still, all that will be given in future! How, or by what process of reasoning people have arrived at the last conclusion, I am really unable to tell, unless, indeed, there are some among us who profess the gift of prophecy! This, perhaps, will be the last ball of the season, as the Commissioner and all other officials will be leaving for their annual tour in the districts about the end of September or beginning of October.

One by one Kurrachee is being deserted by all her old friends. Among the passenger list of last Saturday's steamer to Bombay appears the name of Dr. Morton, who is, beyond all question, an ornament to the profession, both as regards skill and unremitting attention. Although attached to the 2nd Belooch Regiment, he was to be seen anywhere and everywhere, ministering to the wants of the sick, who had no claim whatever on his services, and, in his case, it may be truly said that his labour was a labour of love, and justly earned for him the sincere gratitude of all classes of the community. Assistant Surgeon Keelan has assumed temporary medical charge of the 2nd Belooch Regiment. Major W. Widdicombe, Judge of the District Court of Kurrachee, goes home this mail on a short leave of three months to recruit his health. It is believed that Captain G. C. Grant from Hyderabad will act for Major Widdicombe, while Captain C. F. Boulton, 1st class Deputy Collector in Sind, will officiate for Captain Grant as District Judge of Hyderabad.

Business has received a decided impetus lately owing to the steady rise in the price of cotton in Liverpool. Large shipments of the staple are going forward to the home and China markets as well, for in the latter also the value of cotton has proportionately increased. At present cotton forms the chief item of our exports, and little, if any, other produce is being shipped. The French ships Brise Lames and Winslow, which left this for Havre about a couple of weeks ago, carried some rapeseed, but their chief cargo was cotton. It has since been reported that the Winslow struck on the bar on her leaving this port, and was compelled to put into Bombay to repair the damages she had sustained. There has been a little commotion in our mercantile circles about this unfortunate event, owing, it is said, to the captain of the vessel loading her a few inches deeper than 17 feet, which was the limit fixed by the Master Attendant. It is true vessels of greater draught than 17 feet have entered our harbour, but this is no excuse for the captain acting contrary to the instructions of the port officer, who is appointed to look after the interests of the shipping, and is responsible for any disaster that may arise in shipmasters adhering to his gauge of the depth of water on the bar. Where such an onus rests on one's shoulders, it is far better to err on the side of caution, if one errs at all.

We have had no rain yet, although it has been threatening for the past two months. We have very high winds blowing, and as long as they continue we may look for a shower, and look in vain. The weather however is delightful, mornings exceedingly cool for this time of the year and evenings the same.

THE DISTRESS IN PERSIA.

NEWS from Persia to the 30th June last, received by steamer yesterday, states that the distress and famine prevailing among the Mogul population are extending and that the mortality among them has increased considerably from the outbreak of cholera. This epidemic, after it has raged in a particular locality, is succeeded by a pestilence of a peculiar type, known by the name of "tavvon," which carries away hundreds in a short time. In Yezd and Khorassan the total mortality since the commencement of the distress has been officially estimated at 2,50,000. Cholera has broken out in Teheran, Cauzan, Kome, and Keirman, where the mortality is greatly on the increase. In Yezd the famine had much abated owing, principally, to the prompt assistance from Bombay, and the distribution of grain which had been stored in particular places. Three remittances through Messrs. Godrez Mehrwan were received in time to be of great benefit; and they were applied to the purchase and distribution of grain. The people everywhere were in excessive dread of the "tavvon." The sufferings of the Zoroastrians have nearly ceased, although the distress among the Moguls is extending far and wide.

SHIPPING AND PASSENGERS.

THE ship CITY OF VIENNA, 999 tons, Captain James Macdonald, arrived yesterday from Glasgow with a general cargo. The vessel is consigned to Messrs. W. Nicol and Co.

THE P. AND O. Co.'s s.s. ELLORA, Captain G. N. Hector, will sail to-day for China, &c., with a cargo of 1,168½ chests of Malwa opium, 442 bales of cotton, and 6¼ cwts. of elephant teeth.

THE ship ERRIMINTA, 1,213 tons, Captain J. Shield, will sail to-day for Liverpool with a cargo of 6,512½ bales of cotton, 689½ cwts. of galls, 934 cwts. of hemp, 1,350 cwts. of linseed, and 148 cwts. of coir-yarn.

THE s.s. MARTABAN, 350 tons, Captain T. Sanders, arrived yesterday from the Persian Gulf via Kurrachee with a general cargo and the following passengers:—Mr. E. Noronho, Captain C. G. Anderson, Lieutenant Foote, and twenty deck passengers.

THE EASTERN FINANCIAL ASSOCIATION

SOME REVELATIONS OF THE SHARE MANIA.

AT the High Court last week, before the Hon'ble Sir Charles Sargent, an application was heard in which Mr. Nusserwanjee Ardaseer Wadia, the sole official liquidator of the Eastern Financial Association, sought to recover from Mr. Nursey Kesowjee, son of Mr. Kesowjee Naik, a certain portion of moneys paid to Mr. Nursey Kesowjee by the Financial in question. On the ground of two affidavits made by the official liquidator, a rule *nisi* had been issued, requiring Mr. Nursey Kesowjee to show cause why he should not repay to the liquidator such portion of the sum of Rs. 16,123, paid to him by the association on the 18th July 1868, as represents the proportion of the said association in the items charged in the accounts, or why such other order should not be made as to the Court may seem fit, and why he should not pay the costs of, and incidental to, this application.

Mr. Marriott, instructed by Messrs. Hearn, Cleveland, and Peile, appeared for the official liquidator. Mr. Scoble, instructed by Messrs. Rimington, Hore, and Langley, appeared for Mr. Nursey Kesowjee.

Mr. Marriott said the summons, in terms of the rule *nisi* abovementioned, was taken out on the 17th March last, under Act X. of 1866, requiring Mr. Nursey Kesowjee to show cause why he should not repay the money.

Mr. Scoble showed cause against the summons. It was, said the learned counsel, granted on the application of Mr. Nusserwanjee Ardaseer Wadia, sole official liquidator of the Eastern Financial Association. In the second para. of his affidavit, Mr. Nusserwanjee Ardaseer states—"The said Eastern Financial Association was, amongst various other parties, entitled to receive from the late Frere Land and Reclamation Company, Limited, a portion of the balance of unpaid purchase money for land sold to such company," &c. Now the assets of the Eastern Financial were purchased by Messrs. Ahmedbhoy Hubibbhoy and Kesowjee Naik with the leave of the Court. An order was made by Sir Joseph Arnould. It was questioned by the Bank of Hindostan and went up before the Privy Council, who upheld the decision. The learned counsel did not see how Mr. Nusserwanjee Ardaseer could have any authority in the matter of this company's assets, which were purchased by the two gentlemen named above; how he, who was nominally the official liquidator, could be able to come before the Court upon an application like this. The sum of Rs. 16,123 was what the Eastern Financial Association paid over to Mr. Nursey Kesowjee, or rather allowed in account in a transaction in connection with the property of the Frere Land Company. It was rather a complicated matter; there were so many of these companies, so many liquidators, and so many ins and outs, that, unless his Lordship had the affidavits before him, it would be difficult to follow his remarks. The affidavit of Mr. Nusserwanjee Ardaseer, the official liquidator, is as follows:—

I, Nusserwanjee Ardaseer Wadia, of Bombay, Parsee inhabitant, make oath and say as follows:—

1. I am the sole official liquidator of the Eastern Financial Association, a joint-stock company, now being wound up under this honourable Court.

2. The said Eastern Financial Association was, amongst various other parties, entitled to receive from the late Frere Land and Reclamation Company, Limited, a portion of the balance of unpaid purchase-money for land sold to such company; and after a long negotiation an arrangement was come to, whereby, after mutual concessions, the said Frere Land and Reclamation Company was, on the consent of the vendors, wound up and reconstituted, the claims of the vendors being discharged by the issue of the fully-paid up shares in the newly-constituted Frere Land and Reclamation Company.

3. The management of this transaction on the part of the vendors was entrusted to one Nursey Kessowjee, and after the receipt of the shares, delivered to the body of vendors in discharge of their balance of unpaid purchase-money, the said Nursey Kesowjee made up the accounts of the disbursements on behalf of such vendors, including therein a sum of money borrowed on account of such vendors from the East India Bank, and the said Nursey Kesowjee, on or about the 18th of July 1868, rendered an account, signed by him and bearing that date, a copy of which is hereunto annexed.

4. In such account are contained three items of payment to the East India Bank, viz., 10th Shravan Shud 1922, on account of loan, Rs. 35,718 3 quarters and 35 reas; to pay rent of ground, Rs. 17,000; 1st Asad Shud 1924, balance of the loan from the East India Bank, Rs. 18,718 3 quarters and 35 reas; and interest on ditto, Rs. 4,734 1 quarter and 38 reas; and the Eastern Financial in such account is charged Rs. 16,123 1 quarter and 32 reas, as the share due by such company in proportion to the number of shares received by that company.

5. On the faith of the statements made in such account, I and my three co-liquidators paid to the said Nursey Kesowjee Rs 16,123-1 quarter and 32 reas.

6. I have lately ascertained, and the fact is, or until within the last few days was, that of these three sums of Rs. 17,000, Rs. 18,718-3 quarters and 35 reas, and Rs. 4,734-1 quarter and 38 reas, the first-named only has been paid, and the other two items have not been paid to the said East India Bank.

7. The said Nursey Kesowjee is a member of the said Eastern Financial Association.

8. The assets of the East India Bank have been conveyed by the liquidators of the East India Bank to one Nensey Dewjee, and the debt of the vendors to the said East India Bank in respect of the above stated loan of Rs. 35,718 3 quarters and 35 reas has been, as I verily believe, assigned amongst such assets.

9. This being the case, I, on the 16th day of September last, instructed my attorneys, Messrs. Hearn, Cleveland, and Peile, to write, and they accordingly wrote the letter, of which a copy is hereunto annexed; and thereupon the correspondence, of which copies are hereunto annexed, took place between my said attorneys and the attorneys of the said Nursey Kesowjee.

10. No explanation of the inconsistency of the account so furnished by the said Nursey Kesowjee, and the books of the said East India Bank, has yet been furnished to me, nor, as I am informed and believe, to my said solicitors; and I therefore seek the directions of the Court as to whether criminal or other proceedings should not be instituted against the said Nursey Kesowjee, and the sanction to the payment out of the assets of the expenses of such proceedings.

Mr. Scoble went on to say that the Frere Land and Reclamation Company purchased the land, which formed its estate, from certain private landholders, and in the course of the negotiations, the Eastern Financial Association was somehow or other declared entitled to a share of the proceeds. The real facts would be found in the affidavit of Nursey Kesowjee.

The Judge—Mr. Marriott's client won't admit the statements made in your client's affidavit.

Mr. Scoble proceeded to say that, in the third para of his affidavit, Nusserwanjee stated that, instead of being paid cash, the vendors agreed to take a number of shares in the new company, and the Eastern Financial Association had a *pro rata* share. Now, Nusserwanjee claimed the share on the ground that the account furnished by Nursey Kesowjee was a false one. He goes on to say that "I have lately ascertained, and the fact is, or until within the last few days was, that of these three sums of Rs. 17,000, Rs. 18,718, and Rs. 4,734, the first-named only has been paid, and the other two items have not been paid to the said East India Bank." On this being the case, he instructed his solicitors on the 16th September last to write a letter, and thereupon a correspondence took place between his attorneys and the attorneys of Nursey Kesowjee. In the last para of his affidavit, he says—"No explanation of the inconsistency of the account, so furnished by the said Nursey Kesowjee, and the books of the said East India Bank, has yet been furnished to me, nor, as I am informed and believe, to my solicitors, and I therefore seek the directions of the Court as to whether criminal or other proceedings should not be instituted against the said Nursey Kesowjee, and the sanction to the payment out of the assets of the expenses of such proceedings." That is, he shortly asked the Court leave to take criminal proceedings against Nursey Kesowjee, and that the expenses should be paid by Ahmedbhoy Hubibhoy and Kesowjee Naik, the father of Nursey Kesowjee. The whole question was whether Nursey Kesowjee was entitled to include the two amounts, Rs. 18,718 and Rs. 4,734, in the account furnished to the vendors; and whether the Court would allow Nusserwanjee Ardaseer to criminally prosecute Nursey Kesowjee. The ball was opened by the solicitors of Nusserwanjee in their letter of the 16th September 1870, no previous application whatever having been made by Nusserwanjee Ardaseer to Nursey Kesowjee. Mr. Scoble read the letter which, among other things, says—"It is quite clear, therefore, that you have not paid the moneys, as alleged in your account to have been paid; and on the face of it, it would appear that our client has paid you Rs. 16,123, the amount sought from him for his contribution to the expenses of the arrangement in question, under false information. Our instructions are to ask for a summons against you under the 415th section of the Penal Code; but we have advised our client to give you this intimation of his intention, in order that if you hold the clue to the inconsistency between your accounts and those of the East India Bank, you may furnish us with the means of reconciling the two, and thus avoiding proceedings as above indicated. We will await this communication for one week, after which we shall proceed." Now this application, said the learned counsel, was made by Nusserwanjee, although he was one of the parties to petitions to have set aside the order assigning the assets of the East India Bank to Nensey Dewjee. The learned counsel then read the correspondence between the attorneys. On the 20th September, Messrs. Rimington, Hore, and Langley, write to say they are instructed indignantly to deny the insinuation contained in the letter of the 16th September, and further to demand its withdrawal. On the 21st, Messrs. Hearn, Cleveland, and Peile, say they would be obliged by Nursey Kesowjee affording, through his solicitors, full particulars of his explanation in the matter. On the 24th, Messrs. Rimington, Hore, and Langley, say—"We have received your letter of the 21st. We observe your inability to understand our letter; and to save further trouble on that ground, have merely to say that courtesy on your client's part would have dictated a different course to making the insinuation contained in your letter of the 16th inst.," &c.; and that their client declined in the first instance to give any explanation but to Nusserwanjee personally. On the 27th September, Messrs. Hearn, Cleveland, and Peile, say in reply—"We cannot understand your constant allusions to courtesy in this matter, which we take to be a plain matter of business. Your client has charged ours with certain sums of money as being paid to the East India Bank on a certain day, and, on the faith of a written account, has received from our clients a large sum of money . . . . If your client refuses the written explanation, he must take the consequences, and we shall proceed on the assumption that he has no explanation to offer on the subject."

The Judge—Not very edifying, that correspondence!

Mr. Scoble said it was then that Nusserwanjee came and took out a summons, with the object of asking the Court's leave to adopt criminal proceedings against Nursey Kesowjee. The whole tenor of his (Nusserwanjee's) conduct in the matter was not that of a person who merely desired a refund of the moneys, but rather it was the tone and conduct of a man who, in trying to take the matter before the Police Court, sought to gratify his personal animosity, and declined to receive the explanation offered to him. In a second affidavit (which Mr. Scoble read) made on the 9th February 1871, Nusserwanjee stated that he found upon further enquiry that Nursey Kesowjee had not paid two items of Rs. 1,500 each, stated to have been paid to Mr. Manisty for law charges. The payment of the first item, he said, might perhaps be explained; but the other item of Rs. 1,500 appeared never to have been paid. That it thus appeared that in an account, the items on the debit side of which amounted to Rs. 1,40,439, four items aggregating Rs. 28,515 were either wholly or partially wrong; and that "if the alleged sale of assets of the East India Bank to Nensey Dewjee, which is at present impeached by some of the contributories, is held to be a good sale, the Eastern Financial Association may be held liable for payments to his representatives in respect of the said loan, notwithstanding the said contribution paid to Nursey Kesowjee by the East Financial Association." Such was, Mr. Scoble remarked, the zeal of Nusserwanjee that he took up the cudgels not only on behalf of the Eastern Financial Association, but also on behalf of Mr. Manisty who, it might be thought, was able enough to do it himself.

The Judge—I understand that Nursey Kesowjee acted as agent on behalf of the Eastern Financial Association and other persons in negotiation with the Frere Land Company.

Mr. Scoble, affirming that it was so, observed that what he said was this: that Nusserwanjee was making a grievance for himself, that the East India Bank was not paid the large amount of interest due to it. On the 10th November 1870, Messrs. Hearn, Cleveland, and Peile, say—"We have been before Mr. Justice Green this morning, and were by him authorised to write to your client through you, that unless he through you, as his solicitors, furnishes the explanation requested by us in writing, he (the Judge) will give his sanction to the official liquidator taking criminal proceedings against your client." He (Mr. Scoble) could not understand how Mr. Justice Green, without hearing both sides, could have given his sanction to criminal proceedings; but so it was stated in the letter.

The Judge—It had a salutary effect; for the explanation was given in a few days.

Mr. Scoble said it would have had a much more salutary effect if the Judge, instead of supporting *ex parte* statements, had heard both sides before giving an opinion in the matter. After referring to one or two more letters, the learned counsel proceeded to say that, in March 1871, Nusserwanjee got an order from Mr. Justice Green, the summons upon which his Lordship had now to hear the parties. He (Mr. Scoble) would say that the whole of the proceedings showed clearly that Nusserwanjee Ardaseer Wadia was not actuated by a conscientious desire in the interest of the Eastern Financial Association, but by what the learned counsel would call an unconscientious desire to annoy Nursey Kesowjee. That would appear more fully from the affidavit of Nursey Kesowjee, which was as follows:—

I, Nursey Kesowjee, being solemnly affirmed, say as follows:—

1. I have had read over and explained to me the affidavit of the said Nusserwanjee Ardaseer Wadia, sworn in the matter on the 8th day of October 1870; and also the further affidavit of the said Nusserwanjee Ardaseer Wadia, sworn on the 9th day of February 1871; and in answer to the matters and things therein alleged I say as follows.

2. In answer to para. 2 of the first-named affidavit, I say that, as I am informed and believe, the Eastern Financial was not legally entitled to be considered as a vendor, or to claim as such share of the balance of certain purchase-money due to the vendors of certain lands bought by the Frere Land and Reclamation Company, as will appear from the following paras., which disclose the real nature of the transaction between the vendors of the said land and the said company.

3. Speaking from information as to the following facts and circumstances, I say that, in or about the year 1864, Cursetjee Nusserwanjee Cama, Cassumbhoy Dharumsey, Alladeenbhoy Hubibbhoy, Muncherjee Nowrojee Banajee, Pestonjee Cursetjee Shroff, and I, the said Nursey Kessowjee (hereinafter called the said purchasers), purchased from Messrs W. Nicol and Co. and Kessowjee Naik certain vacant salt batty ground at Goorupdeo, in the island of Bombay, for Rs. 20,00,000, on the same terms and conditions as the said Messrs. Nicol and Co. and Kessowjee Naik had purchased the same from one Hajee Goolmahomed Abdool Rheimon. The said six purchasers also purchased from Premchund Roychund for the sum of Rs. 35,00,000 the hilly ground opposite to Goorupdeo. They likewise purchased a bungalow at Goorupdeo from one Motibaee for Rs. 1,04,000, making in the whole a sum of Rs. 56,04,000.

4. The said six purchasers purchased the said properties on their own joint account, and not as constituting the said Eastern Financial Association, nor as its partners, nor as agents for, nor managers of, the said association, nor in any other way for or on account, or for the benefit of the said association.

5. The said six purchasers, after having made the aforesaid purchase, sold the three properties comprised therein, through one John Gordon, for the sum of Rs. 1,04,00,000 to L. H. Bayley, Ardaseer Cursetjee Dady, Calliandas Mohundas, Cursondas Madhowdas, Ardaseer Eduljee Chinoy, Merwanjee Nusserwanjee Bownuggry, and Rodolf Ahlers. For this last named purchase there was no agreement, except a letter which embodied the terms of the said purchase and the mode in which the consideration money was to be paid. These last-named purchasers had then formed or projected a company to be called the Frere Land and Reclamation Company, and paid to the said six purchasers Rs. 56,00,000, leaving a balance of the said purchase-money, amounting to Rs. 48,00,000, still due and owing.

6. Before the sale was made to the Frere Land and Reclamation Company, it was, as I am informed and believe, the intention of the said six purchasers to form a company, to be divided into 2,000 shares, out of which 675 were to be allotted to the public, and the remaining 1,325 shares were to be kept for the six purchasers; but when a buyer was found for the Frere Land and Reclamation Company, the said six purchasers took advantage of the opportunity, but adhered to their original intention of dividing the profit, real or imaginary, into 1,325 shares, and this was written on a piece of paper as a memo., which was afterwards put in the form of an agreement on the 21st June 1866.

7. Out of the apparent profit in this transaction, it was privately agreed by and amongst some of the six purchasers, who were also interested in the Eastern Financial Association, to make a gift of a portion of the share of the profit which would be allocated to me or to my name, to the said Eastern Financial Association, but the said association was not to contribute any thing in the event of any loss arising from the said auction.

8. Shortly after the said sale to the Frere Land and Reclamation Company, the aspect of money matters in Bombay began to look bad, and there seemed but little prospect of realising the balance of Rs. 48,00,000 remaining due of the said purchase money. The first payment of Rs. 56,00,000 had been paid to the original vendors of the said six purchasers, and the said six purchasers had no money in hand to meet necessary expenses connected with the conveyance to them, and the subsequent sale by them of the said properties, nor had they appointed any managers to act for them.

9. The said six purchasers having no funds in hand obtained a loan of Rs. 35,000 or thereabouts from the East India Bank on their joint account to enable them to settle various claims in respect of the said lands, and afterwards the said six purchasers came to an understanding to appoint one of them as manager, and they requested me to act as such manager and to make any further advance of money which might be required to discharge the said claims, and generally to arrange and settle all accounts relating to the said purchase of lands by the said six purchasers, and they further agreed to repay to me all such advances in proportion to their several interests in the said lands so purchased as aforesaid, or the unpaid purchase money thereof as aforesaid. This I refused to do at first, and thereupon at their request I asked Kessowjee Naik for his assistance. After some delay and demur on his part, the said Kessowjee Naik agreed to render such assistance, and it was arranged that I was to manage all the matters in respect of the said sale and purchase, to obtain from the said Kessowjee Naik any money I might require to make all necessary outlays, and pay off all outstandings. That I was to recover from the said Frere Land and Reclamation Company the balance due by them, and after deducting all sums borrowed by me from Kessowjee Naik and paying off all other liabilities, I was to divide the surplus, if any, among the joint speculators in this purchase and sale, who were also to bear the loss, if any, which might accrue in consequence of the said Frere Land and Reclamation Company not paying the whole or any part of the said balance.

10. I further say that I have always acted as such manager with the consent of the said purchasers in all transactions or matters connected with the said matters aforesaid. It was on this condition only that I agreed to make advances, and I did not receive any remuneration for my trouble in so managing the said affairs.

11. With respect to the balance of Rs. 48,00,000 due by the Frere Land and Reclamation Company, as it afterwards appeared that the said company was in pecuniary difficulties and utterly unable to pay the said balance, after protracted and lengthy negotiations on the subject, the said six purchasers agreed to accept a proposal made by the said company, that the said company should be wound up and a new company formed, and that the said six purchasers should have the balance due to them paid by an allotment of shares in the said proposed new company, together with the other assets in the hands of the said company after paying all its liabilities. In consideration of that, I on behalf of the said six purchasers received Rs. 28,000 in cash which have been accounted for. I also received on the 29th day of January last Rs. 1,300 from the liquidator of the said Frere Land and Reclamation Company, with a letter asking me to recover the balance of a claim of the said company against the Alliance Financial Association in liquidation, and I shall distribute any moneys which may eventually remain in my hands after discharging all claims in rateable proportions amongst the said six purchasers. The number of shares to be given in satisfaction of the said balance of purchase money was calculated in the first instance on the basis of an agreement made and signed by the said six partners or purchasers, that in whatever form they might receive from the said Frere Land and Reclamation Company payment for the said balance of purchase money, the same should be divided into 1,325 shares and taken by the partners thereto in the proportion therein mentioned, translation of which said agreement is hereto annexed.

12. Accordingly the said Frere Land and Reclamation Company was wound up and a new company constituted, consisting of 7,500 shares of Rs. 1,000 each, and after allotting to the old shareholders of the said Frere Land and Reclamation Company three shares in the new company, in respect of every two shares held by them in the old company, the remaining 5,616 shares were given to the said six purchasers in satisfaction of the balance of Rs. 48,00,000 due to them, and the said six purchasers divided the said shares in the new company according to their agreement among themselves, out of which 316 shares were given free of cost to several friends and acquaintances, most of whom had assisted the said six purchasers in getting a settlement of their claims for the said unpaid purchase money, and the said Nusserwanjee Ardaseer Wadia was a recipient by way of gift of 15 of the said 316 shares. The total expenses incurred, including the said loan from the said East India Bank, amounted to Rs. 140,439, which were distributed in 5,300 shares among the six purchasers according to their respective proportions therein.

13. The shares which were intended for the said six purchasers were allotted by the said new company to them and their nominees, and out of those allotted to me, 760 were given to the Eastern Financial Association in pursuance of the private understanding mentioned in para. 6 of this my affidavit.

14. Before the distribution of the said shares, the account was made up of the moneys actually expended by and on behalf of all the said six purchasers, partners in the said venture, and of the sums for the payment of which I alone, or I, together with the others of the said six purchasers, were liable, and the said account was adjusted and settled by and between the said partners and the portion thereof, due and payable by each partner in respect of the shares allotted to him was ascertained and determined, and the same was debited to the account of each.

15. The number of shares to be given to the said Eastern Financial Association was 760 of the new company, and the proportionate amount of the expenses appertaining thereto, as set out in the last preceding para, was Rs. 13,125-5-3, which was placed to the debit of the said association, but the said association, did not pay to me the said amount nor any part thereof, although the said shares were handed over to the said association, because I agreed to and did purchase from the said Nusserwanjee Ardaseer Wadia and one Rowland Hamilton, the liquidators of the said association, 190 of such 760 shares in the said new company at the then market price of the day, which amounted to the sum of Rs. 17,100, and I paid to the said association the balance between the purchase money thereof and the said sum of Rs. 16,123 5-3, viz, Rs 976-10-9, and this arrangement and adjustment of accounts is more particularly referred to in para. 17 hereof.

16. With respect to the balance of the loan of Rs. 35,000 alleged to be still due and owing to the East India Bank, I say that the account rendered to the said Eastern Financial Association did not show that the balance of Rs. 18,718-3-35 had been actually paid to the said Bank, and I say that, although the said balance and interest thereon has not been paid in cash to the Bank, yet it has virtually been paid, subject to the result of a settlement of accounts between the said Bank, or Nensey Dewjee, or his representatives, and Kesowjee Naik and myself, inasmuch as the said Bank, as assignees of the said Pestonjee Cursetjee Shroff, one of the said six purchasers, was entitled to receive the shares, 480 in number, allotted to him, and liable to pay to me the amount due for the proportion of expenses belonging to such shares, and the said Bank was also indebted to myself and the said Kessowjee Naik in respect of certain dividends of Rs. 7 per share on 1,195 shares in the said Bank, in which the said Kessowjee Naik and myself were beneficially interested, and which still remain unpaid. And I further say that the said account would long ago have been adjusted, settled, and closed but for the sale of the assets of the said Bank to the said Nensey Dewjee, who died about a year ago, since which time no one has applied to me to adjust and settle the said account. I made application to the liquidators of the East India Bank for settlement of the account of the said six purchasers with them, offering them their proportion of the said shares in the new Frere Company in right of the said Pestonjee Cursetjee Shreff, which latter were received by the said liquidators, who referred me to the said Nensey Dewjee for settlement of the said account (as will appear from the letters hereunto annexed), and I say that I verily believe that if the account between the said Bank and my father and me were properly adjusted, there would not be more than Rs. 6,000 or thereabouts due by us to the said Bank, which balance we are and always have been ready to pay, and I say that the said item of Rs. 4,734-1-58 for interest is not represented by the said account, as having been paid by me to the said East India Bank, and that it would, as I verily believe, have been impossible to make up the account with reference to the charges incurred in settling the matters connected with the said purchase and sale of said lands as aforesaid, and ascertain what was the rateable proportion thereof chargeable to any particular number of the shares in the Frere Land Company, ultimately allotted to us as aforesaid, without debiting the amounts still due to the said East India Bank in manner beforementioned.

16 *a*. With respect to the sum of Rs. 1,500 entered as law charges, I am informed and believe that a portion thereof was expended in necessary outlays in connection with the compromise of the suits brought by the assignees of John Gordon against the six purchasers, and in other legal expenses connected with the said speculation of the said six purchasers, and I believe that it has never been represented that the whole of the said Rs. 1,500 had been paid to Mr. Manisty.

17. The said Nusserwanjee Ardaseer Wadia is not entitled to ask for any explanation as to payments made in respect of the said venture, because the said Eastern Financial Association was never a partner therein, and was not to have contributed anything if the said venture had resulted in a loss and did not in fact contribute to any of the expenses incurred by me on behalf of the said six purchasers, and was not a party to, nor in any way liable in respect of the said loan from the said East India Bank or any part thereof, and there never was any consideration whatever from the said Eastern Financial Association to me for the shares I afterwards handed over to them, and so I verily believe the said Eastern Financial Association never had any interest in the said purchase money of the said lands (save as aforesaid), and as I verily believe there is not the smallest ground for asserting or supposing that the said East India Bank, or the assignees thereof, could or can sustain any claim against the said Eastern Financial Association for any portion of the moneys so borrowed for, and in the names of the said six purchasers as aforesaid; or for the balance still due on said account.

18. I further say that the said Nusserwanjee Ardaseer Wadia is not entitled to ask for any such explanation as stated in the last preceding paragraph for another reason, viz., that when the said account was sent in to the said Eastern Financial Association, the same was, as I am informed and believe, laid by Mr. Rowland Hamilton, one of the liquidators of the said Eastern Financial Association, before the purchasers of the assets of that Financial and his co-liquidator, the said Nusserwanjee Ardaseer Wadia, all of whom, as I am informed and believe, admitted and passed the said adjustment of account and the proportion of charges there charged to the Eastern Financial, as appears by a letter from the Eastern Financial Association bearing the signature of the said Mr. Hamilton to my father of the 23rd July 1868, a copy of which is hereunto annexed, and the balance of Rs. 976-2-68 mentioned in the said letter was paid to the said liquidators as stated in para 15 of this my affidavit, and I submit the account between the said Eastern Financial Association and me, this deponent, was then and there adjusted as is evidenced by the said last mentioned letter, and that the said Nusserwanjee Ardaseer Wadia has now no authority to question the said adjustment.

19. I further say that I believe that these proceedings have been taken by the said Nusserwanjee Ardaseer Wadia without the knowledge, consent or authority of either the said Kessowjee Naik or Ahmedbhoy Habibhoy, who as I verily believe are the only two partners pecuniarily interested in the said Eastern Financial Association.

20. Finally, I say that I believe that these proceedings have been instituted by the said Nusserwanjee Ardaseer Wadia out of spite and ill-feeling towards me and my father, arising from the fact that the said Nusserwanjee Ardaseer Wadia was refused his importunate application to be made a director in the Royal Spinning and Weaving Company, and also from the circumstance, viz., that about the month of October last, he was charged in the Police Court by my father the said Kessowjee Naik with defamation, and the said Nusserwanjee Ardaseer Wadia, after such charge had been heard for several days before J. Connon, Esq., had to apologize to my father for the words used by him, and withdrew the same, on which my said father consented to withdraw the said charge, and not to proceed further therein.

Mr. Scoble next read a letter, dated 23rd July 1868, from Mr. Rowland Hamilton, one of the liquidators of the Eastern Financial Association, to Mr. Kesowjee Naik, father of Nursey Kesowjee. It says—"With reference to our meeting yesterday with the purchasers of the assets of this association, we now beg to say we are prepared to receive from you 760 shares in the Frere Land Company, in full discharge of the claim of this association, as sub-partner with Nursey Kesowjee against the late Frere Land and Reclamation Company, paying you, for the said Nursey Kesowjee, Rs. 16,123 for our rateable proportion of charges incurred in the matter of the abovenamed companies. Further, we agree to your taking one-fourth of the said 760 shares, viz., 190 shares at 90, Rs. 17,100, from which amount please deduct the amount of charges as above, and hand us your cheque for the balance of Rs. 976, and your receipt for the further payment. We request you to hand us by the bearer the balance of 570 shares, with blank transfers as agreed." It was with the knowledge of this letter, said the counsel, that Nusserwanjee Ardasir comes after three years and asks for the adoption of criminal proceedings against one of the most respectable men in Bombay. The learned counsel relied upon this letter as showing the *mala fides* of Nusserwanjee Ardaseer, and that his co-liquidator treated this matter as the rateable proportion of charges incurred, and not the rateable proportion of moneys paid. The co-liquidator wrote that letter with the consent of the purchasers of the assets; and that letter, therefore, was conclusive.

Mr. Marriott contended that the official liquidator was now in the same position as trustee as he was before the purchase of the assets. (An affidavit in reply had been filed by Mr. Nusserwanjee Ardaseer Wadia.)

SIR CHARLES SARGENT, in giving his decision, said he was quite of opinion that this application could not be granted. It was an application on the part of the liquidator of the Eastern Financial Association, whose assets have been assigned to Ahmedbhoy Hubibbhoy and Kesowjee Naik; and that being so, the only persons who could have any beneficial interest in the restoration of any portion of the assets, whether made over by mistake or by fraud, were the assignees of the assets. Under these circumstances the official liquidator, if not *functus officio*, could only be regarded as trustee for the assignees. This application was made under section 134 of Act X. of 1866; but the only persons who could make it were the assignees. In his Lordship's opinion, the official liquidator acted most improperly in coming before the Court without their consent. It was stated in the affidavit filed by Nursey Kesowjee, para. 19, that this proceeding had been taken without the consent of either of the assignees. With reference to that statement, Nusserwanjee Ardaseer says in his affidavit in reply—"I deny that I have taken these proceedings without the knowledge, consent, or authority of the said Ahmedbhoy Hubibbhoy;" and with regard to this latter statement, Ahmedbhoy says in an affidavit made by him—"To the best of my information and belief, the said Nusserwanjee Ardaseer never asked my consent to the institution of these proceedings." His Lordship could not feel any doubt whatever that these proceedings had been taken without the consent of Ahmedbhoy Hubibbhoy. Upon the affidavits the learned Judge could only come to the conclusion that this was a proceeding taken by the official liquidator without being set in motion by the persons beneficially interested in the assets of the Eastern Financial Association; and his Lordship should therefore refuse to exercise the discretion vested in the Court by section 134. The summons was, therefore, dismissed with costs.

AN impertinent young fellow offered to bet the teacher of a ladies' grammar school who was boasting of the proficiency of her pupils, that not a single one of them would "decline" the noun husband.

ALL FOR WEALTH.—A lady, recently married, consulted her lawyer on the following question:—"As I wedded Mr. Smith for his wealth, and that wealth is now spent, am I not, to all intents and purposes, a widow, and at liberty to marry again?"

THE CONTAGIOUS DISEASES ACT.

THE following Government resolution was yesterday placed at the disposal of the press:—

Bombay Castle, 27th July 1871.

Letter from the Municipal Commissioner for the City of Bombay, No. 1,663, dated the 19th April 1871—Stating that he has referred the applications he has received for the post of Superintendent Contagious Diseases Act, which is asserted to be about to fall vacant, to the Private Secretary to His Excellency the Governor, but requesting that, should there be a probability of Dr. Knapp's vacating his present office, it may not be filled up, but that the Health Officer of Bombay be appointed Superintendent under the Act; that he will receive no extra salary for the duty, which he will perform with the aid of the Municipal establishments under him, and that the Lock Hospital be placed under the medical charge of the Presidency Surgeon of the district, or other qualified medical practitioner resident in the vicinity.

Report by the Inspector General Indian Medical Department, No. 1,569, dated the 24th April 1871—Approves of the proposals of the Municipal Commissioner, but suggests that Rs. 200 per month should be the remuneration of the Medical Officer of the Hospital, who should be the Presidency Surgeon of the district.

Letter from the Inspector General Indian Medical Department, No. 1,85?, dated the 8th May 1871—Stating, in reply to a reference, that (1) the cost of working the Contagious Diseases Act in Bombay amounts (as per memorandum of details annexed) to Rs. 5,000 a month or Rs. 60,000 a year, paid equally by Government and the Municipality; and (2) the proposal about the medical charge of the Lock Hospital, made in his report No. 1,695, of the 24th ultimo, was that the charge should be made to devolve on the Presidency Surgeon of the district in which the hospital is located, in addition to his other duties, on a remuneration of Rs. 200 per month.

Letter from the Accountant General, No. P.L.-12?, dated 29th April 1871—Enquiring, under the circumstances mentioned, whether it is intended that the *entire* cost of the Lock Hospital should be borne by Government as a provincial service charge, and the Bombay Municipality exempted from making the usual contribution.

Letter from the Municipal Commissioner for the City of Bombay, No. 2,084, dated the 9th May 1871—Reporting, with reference to his letter No. 1,663, of the 19th ultimo, that, in view of the deficit in the Municipal revenue for the current year, the Bench of Justices have passed a resolution withdrawing their contribution towards the working of the Contagious Diseases Act in Bombay.

Letter from the Superintendent Contagious Diseases Act, dated 24th June 1871—Furnishing an estimate of expense for carrying out the Contagious Diseases Act.

Letter from the Inspector General Indian Medical Department, No. 2,498, dated 30th June 1871—Submitting, with reference to paragraph 5 of Government letter No. 3,089, dated the 16th December last, his observations on a printed report received by him from the Superintendent Contagious Diseases Act, to the Municipal Commissioner.

Letter from the Municipal Commissioner for the City of Bombay, No. 3,359, dated 13th July 1871—Submitting, with his observations, a complete report received from Dr. Knapp on the working of the Contagious Diseases Act from the 1st of May 1870 to the 30th April 1871.

RESOLUTION.—The working of the Act has hitherto been costly, and the results obtained cannot be deemed satisfactory.

2. Prostitutes to the number of only 2,003 have been registered during the year, of whom 616 have received medical treatment.

The total expenditure has amounted to Rs. 80,013-15-11. Of this sum Rs. 24,814 has been spent on furniture, fittings, rent of hospital, &c., leaving Rs. 55,199-11-0 as the cost of actual treatment and administration.

3. His Excellency the Governor in Council concurs with Dr. Wright in opinion that Dr. Knapp might have exercised more economy in the hospital expenditure, especially in the item of establishments.

4. Under recent arrangements the cost of working the Act has been estimated at Rs. 5,000 per mensem, or Rs. 60,000 per annum, which was to be defrayed equally by Government and the Municipality. The Justices have now summarily withdrawn their contribution, and it is therefore all the more necessary to see to what extent further reductions can be made during the current year.

5. The appointment of a Superintendent on Rs. 1,200 per mensem is at once to be abolished. For the future the preventive establishment (excluding the medical inspectors) is to be placed under the Health Officer. It will consist of—

3 Medical Inspectors, at Rs. 200 each...	Rs.	600
1 European Police Inspector	...	200
6 Native Policemen, at 12 each	...	72
3 Native Matrons, at Rs. 10 each	...	30
Rent of Rooms for examination purposes	...	138
	Rs	1,040

6. His Excellency in Council will be prepared to appoint an officer to the medical charge of the hospital, and to superintend the proceedings of the medical inspectors, on an allowance of Rs. 200 per mensem in addition to his other emoluments.

7. The following charges on account of the hospital are sanctioned:—

1 Resident Medical Officer	Rs.	250
1 Surgeon to Lock Hospital and Superintendent of Medical Inspectors	...	200
1 Purveyor	...	45
3 Native Nurses, at Rs. 12 each	...	36
4 Sweepers, at Rs. 15 each	...	60
2 Dhobees, at Rs. 12 each	...	24
1 Compounder	...	15
4 Hamalls, at Rs. 8 each	...	32
1 Head Cook	...	12
2 Cooks, at Rs. 10 each	...	20
2 Peons at Rs. 10 each	...	20
100 Patients' diet, at Rs. 8 each	...	800
House Rent	...	400
Contingencies (gas, medicines, &c.)	...	350
	Rs.	2,264
Add Preventive Establishment	,,	1,040
Total...	Rs.	3,304

8. His Excellency in Council is pleased to sanction expenditure at the above rate from the 1st of August next, until the close of the financial year. But it is to be distinctly understood that this charge on provincial services is limited to the current year; and that unless the Municipality agree to pay one-half the cost, it will not be continued hereafter.

9. The Government of India will be addressed, with a view to the existing law being amended, so as to authorize the levy of registration fees.

The following is the letter of the SUPERINTENDENT CONTAGIOUS DISEASES ACT, Bombay, to the MUNICIPAL COMMISSIONER, Bombay.

SIR,—I have the honour to submit for the information of Government my report on the working of the Contagious Diseases Act from the 1st of May 1870 until 30th April 1871. I have just received a copy of Dr. Payne's and Mr. Stuart Hogg's reports on the working of the Act in Calcutta, and I purpose in my report comparing certain of these gentlemen's remarks on some points of great interest with my own statements; for as I pointed out to you in my letter dated 15th September 1870, the difficulties in the working of the Act mentioned by Dr. Payne are almost identical with those I have met with here, and that the various remedial measures proposed by His Honor Sir William Grey appear to me to be absolutely necessary to ensure the successful operation of the Act in Bombay.

1. The Municipal Commissioner, on behalf of the Bench of Justices, promised to contribute the monthly sum of Rs. 3,450, and the Government agreed to contribute a like sum. There was thus available Rs. 6,900 a month, or, after deducting the salary of the Superintendent (Rs. 1,200), Rs. 5,700 with which to carry out the working of the Act.

2. The scheme prepared 23rd March 1870, for the administration of the Act, met with entire approval of Government, who directed that it should come into operation on May 1st, but owing to unavoidable delay in converting a house which had been used as an hotel into a hospital, and in procuring the requisite furniture, water-supply, and gas, some days elapsed, the registration of prostitutes commencing on the 18th of May.

3. For the purpose of registration and examination, the island was divided into six districts, and each district placed under the immediate superintendence of a medical inspector, who was a graduate of the Bombay University. The extent of these districts was decided according to the supposed number of prostitutes inhabiting them in order to give to each medical inspector as nearly as possible the same amount of work. Each district includes many wards, the limits of which are identical with those of the Health Department of the Municipality.

4. The six district offices were placed in various parts of the native town, within easy walking distance of most of the great haunts of prostitutes. The Lock Hospital is situated close to the European prostitute quarter, and it has been the custom to require all these women to attend for examination at the hospital, where they were examined by myself and Mr. Hearn, the resident medical officer of the Lock Hospital. For some few weeks I relaxed this rule, but as I found these women were the cause of considerable trouble to the medical inspectors at the various offices, I caused the former rule to be adhered to, as I saw the necessity of European women being placed under the direct authority of an European officer. It was with some considerable difficulty that the examination offices were obtained, and not without much delay, as many native landlords were unwilling to let their houses or rooms at all for the purpose, and in other cases those houses we might have rented were unsuitable owing to the impossibility of conducting the examinations without being overlooked by the neighbouring houses, or people passing along the street. But at length suitable places were hired where the congregation of prostitutes could not possibly offend the prejudices of the neighbours, or be a source of annoyance to the public; and I am happy to state that, although troubled somewhat at first by the people standing and crowding about the doors, now the women come and go quietly in small parties without exciting the observation of casual passers by.

5. The following is the arrangement of Bombay into districts:—

I. Colaba, Fort, Esplanade, Dhoby-Talao.
II. Market, Mandvee.
III. Bhooleshwur, Khara-Talao.
IV. Girgaum, Choupatty, Walkeshwur, Mahaluxmee.
V. Mazagon, Oomburkhadee.
VI. Pareli, Cammatteepoora, Sewree, Mahim.

SANCTIONED ESTABLISHMENT.

	Rs.	Rs.
6 Medical Inspectors, at	200	1,200
6 Native Matrons	10	60
6 Examination Offices...	25	150
7 Peons	12	84
	Rs....	1,494

This arrangement for the preventive establishment was carried out until the end of December 1870, when owing to the Municipality having reduced their contribution by Rupees 10,000 for the year 1871, and Government doing the same, a new scheme was prepared by me in accordance with the reduced income, and sanctioned by Government.

6. Three of the medical inspectors were reduced, and one office, as it was found that so many women were not registered and examined as had been expected there would be, and the number borne on the register could be easily examined by three inspectors. But it was found impossible to reduce more than one examination office, as the women complained very much of having to walk long distances, and indeed it would have been a great hardship to compel them to do so, particularly in the monsoon.

7. Under the new organization districts Nos. I. and II., III. and VI., and IV. and V. were amalgamated, and I have found that the additional work thus devolving upon the medical inspectors has been carried out to my satisfaction. To prevent the women from being kept waiting for any length of time it was my custom to attend at the various offices, and assist the inspectors in conducting the examinations, but we soon arranged for some to come at different times, and thus prevented the delay and overcrowding of the offices which was unavoidable at first.

8. The following was the sanctioned establishment—

	Rs.	Rs.
3 Medical Inspectors, at	200 =	600
4 Examination Offices		138
6 Peons, at	12 =	72
3 Native Matrons, at	10 =	30
*1 European Police Inspector		200
	Rs...	1,040

9. The administration of the Contagious Diseases Act in Bombay, Calcutta, and Madras, is carried out by different methods. In Madras the preventive establishment is placed under the Health Officer, and the Lock Hospital under another medical officer, Dr. Brockman. In Calcutta the work of registration is entirely conducted by Mr. Stuart Hogg, Commissioner of Police, or rather by the Deputy Commissioner, Mr. Giles, and the Calcutta police force assisted by a special police establishment. The Lock Hospitals and Examination Offices are under the superintendence of Dr. Payne. The Government of Bombay amalgamated the two offices of head of the preventive establishment and Surgeon of the lock hospital into one appointment, Superintendent of the Contagious Diseases Act, my duties being to conduct the registration of prostitutes, superintend the examinations at the district offices, treat a portion of the patients in the lock hospital, and conduct all prosecutions and legal proceedings, besides any other business appertaining to my office.

10. The C. D. Act then has been introduced into the three Presidencies, and the working of the Act entrusted to three various agencies, and I consider it is a point of some importance to determine which of the three methods has been found to answer best. For this purpose I have compared in the succeeding paragraphs of my report the numbers registered, diseased, and cost of carrying out the Act in Bombay and Calcutta. I regret that, as I have no report from Madras, I am unable to compare the results there with those of Calcutta and Bombay.

CALCUTTA.

	Rs.	a.	p.
Cost of Preventive Establishment ...	18,576	4	10
As per following details:—			
Moiety of salary of Dr. Payne, at Rs. 300 month	3,600	0	0
Special Police Establishment	13,011	8	1
Extraordinary Charges and Contingencies.	1,964	12	9
Total..	18,576	4	10
Cost of Lock Hospital	51,809	3	6
Moiety of Dr. Payne's salary, at Rs. 300 per month	3,600	0	0
Lock Hospital Establishment	21,753	6	11
Diet of Patients	22,397	1	9
Clothing of do.	1,366	7	0
Medicines	1,053	8	5
Contingencies	1,638	11	5
Total..	51,809	3	6

BOMBAY.

	Rs.	a.	p.
Cost of Preventive Establishment	20,760	0	0
As shown below:—			
Moiety of salary of Dr. Knapp	7,200	0	0
Six Medical Inspectors	12,000	0	0
Peons and Matrons	1,560	0	0
Total	20,760	0	0
Cost of Lock Hospital:—			
Moiety of salary of Dr. Knapp	7,200	0	0
Resident Medical Officer	3,000	0	0
Establishment	4,900	0	0
Diet of Patients	11,093	11	4
Clothing of do.	4,685	11	0
Medicines	1,080	12	0
Contingencies	2,479	8	8
Total	34,439	11	0

	Bombay.	Calcutta.
Number Registered	2,003	6,752
,, Diseased	616	4,506
Total cost	Rs. 55,199-11-0	Rs. 70,385-8-5

11. It is not stated in the Calcutta report what is paid for lock hospitals and examination offices rent, or the cost at the outset of fitting up the hospital, or the original outlay on bedding and furniture. These items of expenditure I have therefore placed under a different heading.

12. I would point out that the medicines for an average daily number of patients in Calcutta of 325 cost Rs. 1,053-8-5. In Bombay an average number of 104 cost Rs. 1,080-12-0; this apparent excess in cost here is explained by the fact that the medicines purchased for that sum are not nearly expended, a large stock being now on hand. The diets also I think call for a passing remark. During the monsoon when the Act was first started, and when provisions are rather dearer than at other times of the year, and when also the patients required a better scale of diet on account of the extremely debilitated condition of many of them, the daily average cost of diet was for the first four months five annas and four pies per head. But notwithstanding these drawbacks, I considered that we were unnecessarily spending too much on the maintenance of persons who had been unaccustomed to such a mode of living at their own homes, and I directed the medical officers under me, except in urgent cases, to order a scale of diet more consistent with their patients' customary mode of living. I then found that the cost could be reduced to four annas and four pies per head, but below this it was impossible to go. In Calcutta the cost is at the rate of 3 annas a day, and Mr. Hogg states that this is somewhat in excess of the rates prevailing at other hospitals, the Medical College excepted, and is therefore susceptible of slight reduction. I know not if provisions are cheaper in Calcutta than in Bombay, but of this I am certain that it is quite impracticable to further reduce the cost with a due regard to the health of the patients.

13. The clothing in Calcutta cost Rs. 1,366-7-0; in Bombay Rs. 4,685-11-0. This sum is a large one, and includes the cost of 400 sheets, 400 quilts, and various other expensive articles. None of these are as yet worn out, and more than half have not been taken out of the store-room. This charge cannot therefore fall again upon the C. D. grant, as we are thoroughly supplied with all necessary clothing and bedding for years.

14. At the commencement very heavy charges of course had to be incurred in converting the building into a hospital, laying on gas, repairing the roof, &c., expenses which the landlord declined to undertake as he considered the rent we paid (Rs. 400) so moderate. The hospital is now thoroughly repaired and the furniture will not require replacing for the next ten years.

15. The cost of the furniture, &c., is now shown—

	Rs.	a.	p.
Rent of Lock Hospital, at Rs. 400 per mensem...	4,800	0	0
Insurance of ditto	240	0	0
Rent of Examination Offices	1,816	0	0
Gas Pipes and Burners	1,951	7	5
Repairing Lock Hospital	7,318	7	4
Furniture (as iron beds, kitchen utensils, &c.)	8,688	5	4
Total...	24,814	4	1

16. As I stated in my previous report it was of course expected that the difficulties of introducing an Act of this kind amongst the natives would be various and excessive, but, judging by an experience of some years in London that women will readily and voluntarily present themselves at the hospital where they meet with relief from their acute physical suffering, I trusted that the native women of this country so soon as they saw this Act would benefit their miserable condition, would put aside all prejudices of caste and race, and readily conform to the rules instituted for their benefit, and I felt averse that any very stringent measures should be resorted to at the outset. But when the Act had been instituted some months, and in obedience to orders from Government, I reported to you on a minute of His Honor Sir William Grey, Lieut.-Governor of Bengal, and drew your attention to certain points in the existing law requiring amendment. I also suggested some other alterations in the Act that I felt from the experience I had already gained I was justified in doing, inasmuch as it appeared to me that the difficulties I experienced were daily becoming more urgent, and I could not see how time would alleviate them. You may perhaps remember that, having noticed every paragraph in Sir William Grey's minute, I gave my opinion in the following words:—"I beg to state generally that the difficulties mentioned by Dr. Payne are almost identical with those I have met with here, and that the various measures proposed by His Honor appear to me to be absolutely necessary to ensure the successful operation of the Act in Bombay." You will understand I do not wish to criticise the remarks you made upon my letter which (although adverse to my own) I know were dictated by strong feelings on your part, firstly, that we could not consider that the Act had had a fair trial in so short a time; and secondly, from a belief you entertained that perhaps the cause of ill-success might fade away in time, and that "the Act could only be successfully and smoothly enforced on securing the goodwill and co-operation of the people, whilst public feeling, if excited to open hostility and opposition, would ensure failure."

17. Some time has elapsed, and the difficulties mentioned then remain now. I hope therefore that you will consider that my suggestions for their removal were moderate and necessary, and advocate their adoption by the Right Honourable the Governor, and Governor-General in Council.

18. The lower classes of the native population showing cordial co-operation with Government officers in the working of this or any other Act would be, I think, a new and pleasing spectacle, not however likely to be seen. In fact were it not for the absence of some clause in the Act, that would provide for the punishment of the scum of the bazaar who aid and abet the women in evading the Act, the whole tribe of suppositious husbands, protectors, and false witnesses would find their occupation gone, and themselves the object of punishment as often as their wretched dupes the prostitutes.

(TO BE CONTINUED.)

* Has not been entertained.

HIGH COURT DECREES.

AT the High Court yesterday, the following short causes were disposed of by Sir Charles Sargent:—

NAGINCHUND HUKUMCHUND v. KHEMCHUND HEERACHUND.

Mr. Starling, instructed by Mr. Judge, appeared for the plaintiff.

The action was brought on an adjusted and signed account to recover Rs. 5,006. The defendant did not appear; and the Court gave a decree for the plaintiff for Rs. 5,006, with interest and costs.

THE COMMERCIAL BANK CORPORATION v. JAMSETJEE CURSETJEE CAPUDWALLA.

Mr. Scoble, instructed by Messrs. Acland, Prentis, and Bishop, appeared for the plaintiffs.

The defendant lives at Surat, where the summons was served upon him through the District Court. The action was brought to recover Rs. 9,000, due to plaintiffs in respect of a call on ninety shares held by defendant, at the rate of Rs. 100 per share, which had been settled by the Court of Chancery in England. Defendant had paid Rs. 100 in the hope of effecting a compromise. The compromise was, however, not approved by the liquidator; and this suit was accordingly filed. The defendant was allowed credit for the Rs. 100. The Judge gave a verdict in plaintiffs' favour for Rs. 8,900, with costs.

BULWUNTRAO GUNNESH AND OTHERS v. ROWJEE DADABAM.

Mr. Macpherson, instructed by Messrs. Leathes and Crawford, appeared for the plaintiffs.

The action was brought to recover Rs. 10,000 and Rs. 625 on two documents in the nature of promissory notes. Great difficulty was found in serving the summons upon the defendant, and substituted service upon his son-in-law was allowed. The Court gave judgment for plaintiffs for Rs. 10,625, with interest at 9 per cent. and costs.

FINLAY, MUIR & CO. v. ATMARAM CULLIANDAS.

Mr. Latham, instructed by Messrs. Keir, Prescot, and Winter, appeared for the plaintiffs. The defendant appeared in person.

The action was brought to recover Rs. 3,174, due on a redraft in respect of cotton consigned by defendant through plaintiffs. The defendant urged that his cotton had not been properly sold, that is, it had been sold at lower rates than the cotton of other consignors, and, therefore, asked that the suit might be transferred to the long-cause list, he offering to pay into Court the amount due to the plaintiffs. It was stated for the latter that defendant had been to their office and offered to pay the amount due and interest thereon, if they gave up the costs, which they refused to do. Defendant admitted he had done so, and begged that his Lordship would not order him to pay the costs, as plaintiffs brought this action without serving him with a notice. For the plaintiffs it was alleged that defendant was only trying to delay the payment of the money, that he had been keeping out o the way, and that it had been found necessary to apply for substituted service against him. The Court gave judgment for plaintiffs for Rs. 3,174, with interest and costs.

LALLJEE LUDHA v. ATMARAM MADHOWJEE.

Mr. Leith, instructed by Messrs. Jefferson and Payne, appeared for the plaintiff.

This suit was brought to recover Rs. 5,290 on two promissory notes executed by defendant on the 16th December 1869 and 22nd January 1870 for Rs. 3,000 and Rs. 2,290 respectively. A decree was given in plaintiff's favour for Rs. 5,290, with interest and costs.

THE following short causes were disposed of before the Hon. Mr. Justice Bayley yesterday:—

TRIBHOVUNDASS JADHOWJEE v. RAMSHUNKER MUNCHARAM.

This was an action to recover Rs. 4,558, being the amount due on an adjusted account. Mr. Anstey, instructed by Messrs. Shapoorjee and Thackurdas, appeared for plaintiff; and Mr. Marriott, instructed by Mr. Abraham, for the defendant. After the examination of some witnesses on behalf of the plaintiff, Mr. Marriott, for the defence, contended that the Court had no jurisdiction to entertain the suit, inasmuch as the adjustment took place at Randeer. Mr. Anstey, on the other side, argued that though the accounts were adjusted at Randeer the transaction took place in Bombay.

His Lordship from the evidence considered that the Court had jurisdiction to entertain the suit, and therefore gave a verdict for plaintiff for Rs. 4,558, less Rs. 477, with interest and costs, and speedy execution.

KAVALBHOY JAICHUND v. CHOONEELAL JAVERCHUND.

Mr. Scoble, instructed by Mr. Janardhun, appeared for the plaintiff; the defendant did not appear. The summons, it appeared, was served on the defendant through the Nazir of Ahmedabad. The suit was to recover Rs. 1,118, being the amount due on an adjusted account. From the evidence it appeared that the plaintiff had received Rs. 29 on account since the institution of the suit, and a verdict was therefore given for Rs. 1,089 with interest and costs, and speedy execution.

AFGHANISTAN.

FROM advices from Cabul, dated 6th July, we learn that the arrival of Sirdar Mahomed Yakoob Khan in Cabul was first fixed for the evening of the 6th instant; but as he arrived on the 5th in Killa Kazee, four kos from Cabul, it was determined that he should come to Cabul the same evening. In deference to the wishes of the Ameer, no person went to meet him, and he (the Sirdar) having arrived himself yesterday with fifty sowar at 8 P.M. in the Bala Hissar, waited on the Ameer (to acknowledge his faults) under the protection of the Koran. The Ameer took tea with him, and after an hour dismissed the durbar. At the time of His Highness's arrival near the gateway of the chief harem, he told the Sirdar to go to his own house. The Sirdar was with the Ameer on the 6th also till 10 A.M. in durbar, but no conversation took place between them.

COURT-MARTIAL AT DUGSHAIE.

AT a general court-martial, assembled at Dugshaie, on Friday, 30th June, Private John Keenan, of the 85th Regiment (King's) Light Infantry, was arraigned on the following charges:—First—With conduct to the prejudice of good order and military discipline, in having at Dugshaie, on the 31st May 1871, when warned by Corporal George Harris of the same regiment, his superior officer, to parade the following day for the inspection of the adjutant, used highly insubordinate language to the said Corporal George Harris, in substance and to the effect following, that is to say—"To hell with you and the colour sergeant." Second—With insubordination, accompanied with personal violence, in having, at Dugshaie, on the 31st May 1871, offered violence against Corporal George Harris, of the said regiment, by throwing a rifle at him, and saying at the time—"You may confine me, but I will do for you when I come out;" the said Corporal George Harris being his superior officer and being in the execution of his office. The court found the prisoner guilty of both the charges, and sentenced him to suffer penal servitude for a term of five years. The sentence has been approved and confirmed by the Commander-in-Chief, and the prisoner is to be retained in military custody until the season of the year admits of his removal from Dugshaie, when he is to be forwarded under military escort, and handed over to the civil authorities at Lahore for the purpose of undergoing in India the sentence of penal servitude.

THE FIVE RIVERS IN FLOOD.

(*Indian Public Opinion*, July 28.)

THE Punjab rivers have been very heavy in flood all this week. At the Beas yesterday evening the eastern defence wall of the bridge was found to be considerably damaged, and changes of trains were at once ordered by the traffic manager.

At about 3 o'clock this morning an accident took place at the Beas bridge, which might have been almost the equal of the Cheyair catastrophe. In the night time the flood had become heavier, and about a hundred feet of the bridge at last gave way. The train from the east was stopped at Kurtarpore, and an engine and two carriages with some company's servants and the mails were sent forward to make arrangements for communicating across the gap. Unfortunately the little train overshot the mark, and went bodily into the gap.

Fortunately no lives were lost. The engine-driver had a rib or two broken. There were no passengers in the train except some of the company's servants going from Phillour to Beas with the mails. This morning the injured driver was brought to Umritsur where he remains under medical treatment. Special trains have left Lahore station laden with material to extricate the train and repair the bridge.

Our communication with the outer world being thus impeded on the Beas side, we turn to the Ravee and find things equally disastrous. The stout old bridge of boats is broken, and its young aspiring neighbour, the railway wooden bridge, has succumbed at last to the very heavy flood with which the Ravee is now filled "from bank to brae." About a quarter of the bridge have been washed away, but the strength and violence of the stream is such that to all appearance nothing but the strongest masonry could stand against it. We trust the lesson will not be lost upon those officers who may be called upon to construct a permanent bridge here in the course of the next twenty years.

Except at the place washed away the wooden bridge appears to stand remarkably well. Indeed in spite of the accident the whole structure sheds no small credit on the officers entrusted with its construction. We wish we could say the same of the individuals who wisely proposed to *bund* the *chota nullah* of the Ravee between the river and the fort, instead of bridging it. During the construction of the bunds the utmost difficulty was experienced in getting them to stand, and they gave way, if we remember rightly, once or twice. The most practical engineers said they never could stand in the rains when the Ravee threw a heavier flood against that side of its bed, and the result to-day is that the bunds have gone, and the rails and sleepers are swinging about in mid-air. The work, however, is P. W. D. work, and we need make no further remark than that a large amount of income-tax is now proceeding down the Ravee in the direction of Mooltan.

THE SIMLA CAUSE CELEBRE.

O'CONNOR vs. PARSONS.

THURSDAY, JULY 20.

(Before J.W. MACNABB, Esq., Commissioner of Umballa.)

Mr. PLOWDEN, in addressing the Court on behalf of the defendant, said that so much time had already been spent on the case, that he would be as short as possible. The remarks he now proposed to offer would be divided into three parts. The first, which was almost entirely a question of law, was one of jurisdiction, and whether or not it had been exceeded by Major Parsons in the case; the second point would be whether the evidence disclosed malice, which was an issue of fact; and, thirdly, he felt himself compelled to offer a few remarks on the subject of damages. This action was one brought by Mr. O'Connor for false and malicious arrest. That was the declaration set forth by the plaintiff, and on that declaration he claimed heavy damages from the defendant. The defendant pleaded that, acting as a judicial officer, he was protected by the provisions of Act XVIII. of 1850, but the plaintiff's contention was that he was not so protected. The Court had fixed five issues in the case, partly of law and partly of fact, but which resolved themselves into two main issues. The first, which was a most material point of the enquiry, was whether Major Parsons, in passing the sentence of the 16th February, was acting within the limits of his jurisdiction. It was to this main issue of law that he proposed first to address himself. The second main issue, which it would be also necessary to consider, was whether that sentence was passed maliciously or without reasonable and probable cause. If the plaintiff succeeded in showing that Major Parsons had no jurisdiction to sentence a European British subject, and, in the second place, that he had taken no trouble to ascertain whether he had jurisdiction, that would at once entitle him to a verdict with nominal damages. If Mr. Reynolds proved further that the defendant had acted maliciously, he would be entitled to substantial damages. This being the case, it would be necessary for him to go into the question of fact. The Court had suggested another issue, which was—whether, if Major Parsons had acted within his jurisdiction, and not exceeded it, he was liable for acting with express malice. He (Mr. Plowden) was aware that there was a decision on this point—he believed, in the case of the Bank of Upper India vs. O'Brien. In that case Mr. Justice Cunningham was of opinion that if it was shown that the act was committed within jurisdiction, it was not necessary to go into the question of *bona fides*. Although he (Mr. Plowden) did not adopt that view, it was a view which, if correct, was favourable to his client, and it was not for him to show that it was incorrect. To go to Act XVIII. of 1850, which was an Act for the protection of magistrates and others acting judicially. The issues of the case rendered it necessary for the Court to enquire whether the acts complained of, that is, the arrest and imprisonment of Mr. O'Connor, were acts which came within the limits of Major Parsons' jurisdiction. As to the arrest, Mr. Plowden argued that most certainly Major Parsons was within his jurisdiction; but with regard to the question as to the sentence, he was inclined to think that in law the defendant had not the power to sentence Mr. O'Connor to imprisonment, because he was a European British subject. The arrest was certainly within Major Parsons' jurisdiction, but he may have exceeded it in sentencing the plaintiff to imprisonment. Chapter 2 of the Code of Criminal Procedure was devoted to the jurisdiction of Criminal Courts. Section 21 of the Code stated, "The Criminal Courts of the several grades, ac-

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cording to the powers vested in them respectively by this Act, shall have jurisdiction in respect of offences punishable under the Indian Penal Code or under any special or local law, and in the investigation and trial of the offences hereby declared to be within their jurisdiction shall be guided by the provisions of the Act." The offence which Mr. O'Connor was charged with on the 16th February was one punishable by the Penal Code, and that gave the magistrate jurisdiction in the offence. Section 24 declares the extent of jurisdiction as to persons, and states that the Criminal Courts shall have jurisdiction over all persons except such as by any Act of Parliament, or by any regulation of the Codes of Bengal, Madras, and Bombay respectively, or by this or any other Act of the Governer-General in Council, are or shall be exempted from the jurisdiction. Section 25 provided that no person, by reason of place of birth, or by reason of descent, should be exempt from the rules of Criminal Procedure contained in this Act. It was not, however, disputed that a Justice of the Peace had jurisdiction over European British subjects in certain cases and to a certain extent. Section 26 states that offences were to be enquired into in the district or division of a district in which they are committed. The offence of the 16th was committed in Simla, so that Major Parsons was clearly within his jurisdiction as to place. From section 37 which gave magistrates power to commit persons for trial before a Supreme Court, read in connection with section 39, which provided that only Justices of the Peace were empowered to commit European British subjects for trial, it was obvious that any magistrate who was also a Justice of the Peace had jurisdiction to this extent, that he could make enquiry into any charge preferred against a European British subject, and even go so far as to commit him for trial to a higher Court. He (Mr. Plowden) had shown that magistrates had jurisdiction over the person and over the place, and also to enquire into a charge against a European British subject under the Penal Code up to a certain extent. It was necessary, however, that before this jurisdiction could come into play, there must be some means of setting these powers in motion, and the mode of doing this was laid down in the Criminal Procedure Code. Two modes were open for the purpose of setting these powers in motion: it might be either by a complaint preferred in a formal manner, or under section 68 of the Code, which empowered magistrates to take action on their own motion. With regard to the charge of the 16th February he maintained that Major Parsons had proceeded under section 68, which used these words: "Except as is otherwise provided in chapter XI. of this Act, the magistrate of the district, or a magistrate in charge of division of a district, may, without any complaint, take cognizance of any offence which may come to his knowledge, and may issue a summons or, in cases where a warrant may issue, a warrant of arrest against the person known or suspected to have committed such offence, in the same manner as if a complaint had been made against such person." There was nothing whatever in that clause to prevent a magistrate acting on his own knowledge. It would now be necessary for him to go into facts to show that Major Parsons really was acting under this section. Supposing that he was acting under section 68, his jurisdiction would extend to this point, that he had jurisdiction to bring Mr. O'Connor before himself to make an enquiry into a charge under section 292 of the Indian Penal Code, and also to enquire whether *prima facie*, that charge was sustainable. Up to this point Major Parsons had the power, notwithstanding that Mr. O'Connor was a European British subject, to make the enquiry, and also, to come to his own opinion on a charge preferred against Mr. O'Connor by himself. With regard to the heading of the charge, "Municipality *vs.* Mr. O'Connor of Simla," which was identical with the heading to the charge of the 14th—and it was the case of the 14th which ultimately led to the proceedings of the 16th—in his written judgment Major Parsons distinctly stated that he was acting under section 68 of the Criminal Procedure Code. Evidence had been adduced to show that Major Parsons had no direct authority from the Municipality to use their name in the prosecution, but this fact was also avowed by Major Parsons in his judgment, who states that he was acting under section 68, although the name of the Municipality was at the head of the record. With reference to the fact of Major Parsons being himself the prosecutor and placing the name of the Municipality at the heading of the case, he would simply say that it was not necessary in every case to obtain the consent of the Municipality to prosecute in their name, or in prosecutions for breaches of municipal rules. Special powers were given in the Municipal Committees Act to enable magistrates to prosecute for breaches of municipal rules without the consent of the Municipality. Major Parsons had explained why he had used the name of the Municipality, and he (Mr. Plowden) did not think a better reason could be given, which was simply to benefit their funds. He would simply remark that power was given to the magistrates to institute proceedings on behalf of the Municipality. Section 95 of the Municipal Bye-laws held the magistrate responsible for the conservancy and state of the roads, &c., and under that bye-law Major Parsons considered himself responsible in all matters of nuisances. He would now leave this point, and go back to the question as to whether Major Parsons acted under section 68 of the Procedure Code. Only one of two persons could have been the prosecutor in the case, either Major Parsons or Mr. Beltram. Mr. Beltram was examined very closely on the point as to whether he was not the prosecutor. Mr. Reynolds had endeavoured to show that the deposition of Mr. Beltram was taken as a complaint in order to prevent to conclusion arising that Major Parsons was the prosecutor. That deposition was anything but a complaint. The Court would look through it in vain for any evidence of intention on Mr. Beltram's part to institute a complaint against Mr. O'Connor. The fact was, that Major Parsons, after seeing the works on the morning of the 16th, then and there expressed his intention of proceeding against Mr. O'Connor. Another fact was, that the warrant was in Major Parsons' own hand, and that no person was named in it as the prosecutor. This clearly showed that the author of the charge could only be Major Parsons. These facts all pointed to the conclusion that Major Parsons was acting under section 68. The only objection to that point was the deposition of Mr. Beltram, and as such it had been argued by the other side. Major Parsons was closely examined as to the reasons why he took this deposition, and stated that he did so as a mere formality, and that if it were removed from the file, what he had seen himself would have been quite sufficient. He would point out that Major Parsons was acting on his own knowledge and from what he had himself seen, and, acting under section 68, was fully at liberty to enquire into an offence committed by Mr. O'Connor, and whether he was punishable under section 291 of the Penal Code. The ordinary procedure in cases of this sort would be under Chapter XV. of the Procedure Code, which provided for offences punishable with imprisonment not exceeding six calendar months. He would here point out that even if there had been errors in procedure, it did not follow that the jurisdiction of the magistrate was ousted. He would mention as an instance that section 257 required a summons to issue; in this case a warrant had been issued, but it did not follow that because Major Parsons had improperly issued a warrant, that all his subsequent proceedings would be illegal. Even if a warrant had been issued instead of a summons, he would still have full power and authority to proceed in an enquiry. In the note to section 257 of the Procedure Code, Prinsep's edition, it was held that the issue of a warrant instead of a summons was not sufficient to reverse the judgment on the case, but in any fatal defect, such as excess of jurisdiction, no doubt the Court would have interfered.

The Court—Do you admit the issue of the warrant to have been an error?

Mr. Plowden replied in the negative, and stated that he was merely supposing for argument's sake that, even if it was shown that errors had been committed, Major Parsons was still acting within his jurisdiction. It was very difficult to say in the case of a European British subject what procedure ought to be followed. In the case of a native there was summary jurisdiction, but he thought the Court would search in vain through that or any other law for rules to guide a Court in committing a European British subject. If chapter XII. was to be followed, he would show that the warrant was perfectly legal. Supposing a European British subject were punishable, on summary conviction, under Act XXII. of 1870, then section 5 of the Procedure Code would properly apply. He would show that it was the belief of Major Parsons at the time, and it was in consequence of that belief, that he took the mode of procedure he did, although he may have departed from it in one or two instances. The next question was whether Act XXII. of 1870 applied, and he (Mr. Plowden) thought it was impossible for any one to come to a conclusion what was the effect of Act XXII., and what the law relating to European British subjects really was. It was a point on which any two minds might differ. His own opinion, which must be taken for what it was worth, was that Major Parsons had no jurisdiction under that Act, but as the point was not so much whether Major Parsons did or did not act within his jurisdiction, but whether he had a *bona fide* belief in his jurisdiction, he would show that Major Parsons really did believe that Act XXII. did confer jurisdiction on him. That Act contained a long preamble, which in itself admitted an element of doubt.

Mr. Reynolds stated that he did not deny that doubts might arise on the Act; but the question was whether Major Parsons had any reason to have a doubt on the matter; whether, in fact, he had ever considered the matter at all.

Mr. Plowden continued—That was a question of fact, and he did not see how Mr. Reynolds could disprove Major Parsons' own statement that he had considered the subject. Any one might have doubts as to the meaning of the Act on reading it, and taking this together with the portion of the Procedure Code relating to European British subjects, and the fact that Major Parsons speaks of chapter XV. as a summary procedure, and also reading the preamble of the Act, a magistrate might excusably arrive at the conclusion that his jurisdiction extended over European British subjects in summary offences. To take the probabilities as to whether Major Parsons had ever considered the subject at all. It was grossly improbable that Major Parsons, being Magistrate and Deputy Commissioner of Simla, and having to deal with a large European community, should not have considered this matter. Taking this together with Major Parsons' own statement, he would leave it for the Court to decide whether that statement was not to be believed, bearing the fact in mind that it was easy to misread the Act. That point being conceded in Major Parsons' favour, it would place him in exactly the same position as if he really had jurisdiction. One word as to the *bona fide* belief of Major Parsons in his jurisdiction. It would lie with Mr. Reynolds to show that this was an inexcusable error on the part of Major Parsons, and that would be an extremely difficult point to prove. Taking it for granted, for argument's sake, that Major Parsons had a *bonâ fide* belief, he must be regarded in the same light as if he had jurisdiction. He (Mr. Plowden) had already pointed out that mere irregularities in procedure would not affect the jurisdiction. The next objection taken with regard to the jurisdiction was that no evidence was recorded either on the case of the 14th or that of the 16th February. That might be a very good ground of appeal against the judgment, but not of an appeal on the ground of jurisdiction. To convict a man without taking any evidence, or by taking evidence that is not legal, was an irregularity, but not one that would oust the jurisdiction. A third point, which a higher Court had ruled, was a ground for upsetting judgment, the absence of a written order, was not a matter which would upset the jurisdiction, but merely an error within the limits of the jurisdiction. With regard to the facts of there being no evidence recorded, and the absence of a written order, he would like to say a few words. As to the fact of there being no evidence taken, it was difficult to see how a magistrate, being himself the prosecutor and judge, could take his own evidence. Although there was a law compelling a magistrate who instituted a suit to try it himself, there was nothing whatever to show how his evidence was to be recorded. With regard to the written order, Mr. Plowden, after referring to the sections of the Procedure Code referring to injunctions in cases of obstruction or of nuisances, stated that as a matter of policy and expediency it might be better to issue a written order; but, however expedient, it was not compulsory. His arguments on this issue of law amounted simply to this: that Major Parsons had jurisdiction over the person, place, and the offence, and jurisdiction under section 68 to proceed on his own motion; and that, having a *bona fide* belief in his jurisdiction under Act XXII. of 1870, he must be taken as actually having jurisdiction to enquire into the offence, and also to sentence. Mr. Plowden then turned to the second matter on which he rested his defence—the question as to *bona fides*, and whether Major Parsons had acted maliciously and without reasonable and probable cause. This was an issue of fact, and would depend upon the evidence. The real issue was, with regard to the case of the 16th, whether Major Parsons acted maliciously and without reasonable and probable cause in punishing Mr. O'Connor for continuing a nuisance after having received an order to remove it. In order to prove this it was necessary for the other side to prove that he acted maliciously and without reasonable and probable cause. It would not be sufficient to show malice alone, but the absence of reasonable and probable cause must also be proved. The word *malice*, of course, had a legal meaning, which might be briefly described as a conscious violation of the law to another man's prejudice. It would be for the plaintiff to prove the malice as well as the absence of reasonable and probable cause. There was no doubt that the plaintiff had made out a *primâ facie* case of malic. If not he would offer no observation on the point. In order to rebut this *prima facie* case, he would now turn to the facts. Mr. O'Connor stated that no such order as that stated by Major Parsons in his judgment of the 14th was ever given to him. As soon as it became evident that this was a point to which the plaintiff's case was tending, it became extremely important to prove that the order was issued, and to rebut Mr. O'Connor's statement, which would show malice, he called Mr. Beltram and Major Parsons. The point for the Court to consider would be, whether that evidence had rebutted the *prima facie* case which the plaintiff had made out. To turn to the proceedings of the 16th. Those proceedings were taken by Major Parsons as magistrate to inquire into an offence within his jurisdiction under the Penal Code. Assuming that Major Parsons had jurisdiction to make the enquiry, section 291 of the Penal Code stated as follows—"Whoever repeats or continues a public nuisance, having been enjoined by any public servant who has lawful authority to issue such injunction not to repeat or to continue such nuisance, shall be punished with simple imprisonment for a term which may extend to six months, or with fine, or with both." It was very evident that before the charge referred to in this section could be established, it must first appear that the defendant had been enjoined not to continue the nuisance. That must first be proved before any punishment could be inflicted. The mere order would be of no use without it had also come to the knowledge of the person addressed. This was the second point to be proved. He (Mr. Plowden) would leave out the question as to whether Major Parsons had the power to issue such an order, about which he did not think there could be much doubt, or whether he ought to have issued a written order, which, however, was not compulsory. The third point to be proved was, whether the order had been disobeyed. He would now take the Court from the beginning of the proceedings on the 7th February up to the 16th, to show that Major Parsons, when he passed the sentence on Mr. O'Connor, had reasonable and probable cause to believe that Mr. O'Connor had received the order not to continue the nuisance, that he was aware of it and understood it, and that he had disobeyed it. If Major Parsons had reasonable and probable cause to believe this, the plaintiff's suit must be dismissed, leaving alone the question of malice. In the first place, it was impossible to separate Major Parsons from his duties. It was known that Major Parsons held multifarious offices. He was Magistrate, Deputy Commissioner, Chairman of the Municipal Committee, and Justice of the Peace, united in one single person. His two classes of duties placed him in a very difficult position. As magistrate Major Parsons was responsible for the good state of the district under his authority; it was his duty, in short, to protect the public as far as possible, and to see that all nuisances and obstructions were removed or prevented. Another duty of Major Parsons as member of the municipal committee was to look after the public property, and the thoroughfares within the limits of the Municipality. It was also his duty in this capacity to sanction acts and proceedings which but for that sanction would be nuisances, and also to see that no private encroachments were made on public property. The Mall was under the protection of Major Parsons as Chairman of the Municipality, and it was his duty to protect it not only from nuisances, but also to see that no encroachments were made in it by private individuals. It was from the combination of these two difficulties that Major Parsons' difficulties arose. The double object of Major Parsons in this case was to protect the public and to protect the Mall, he conscientiously believing it to be his duty to do both. Mr. Plowden then went into the evidence, commencing from the meeting of the municipal committee on the 7th February, commenting upon it as he went along. With respect to the meeting of the 10th February, after sanction to make the excavations had been given by Colonel Roberts and Mr. Walker, and when it was proposed by Major Parsons that a stamped agreement should be drawn up, Mr. Plowden contended that it was understood by all the Commissioners that the work was not to be proceeded with further till that agreement had been signed by Mr. O'Connor, and that the work should have been stopped immediately on receipt of the resolution, intimating that an agreement would have to be signed. Mr. O'Connor, however, did not take the same view of the resolution as the Commissioners did, and did not consider himself bound to stop. There was nothing in the resolution expressly stating that Mr. O'Connor should not go on with the work till he had signed the resolution, but Major Parsons was quite justified in his belief that Mr. O'Connor would stop the work if he objected to signing the agreement. Mr. Plowden then referred to the date at which the resolution was received by Mr. O'Connor, and with regard to which there was a conflict of evidence as to whether it was delivered on the 10th or the 11th February; and he contended that the weight of evidence showed that it reached on the 10th February, and that Major Parsons had no reason to believe that it had not been received on that day. The conversation at Harding's Hotel was then referred to, Mr. Plowden arguing that Major Parsons having seen that work was going on on the 11th, and having reason to believe that the resolution was received on the 10th, came to the conclusion that O'Connor, while pushing on the work with all speed, did not intend to abide by the terms which had been come to with the Commissioners. With these feelings in his mind, he met Mr. O'Connor, and warm words ensued between them. This was the first occasion when he heard of any objection on the part of Mr. O'Connor to sign the agreement. The conversation of the 13th was then referred to, when Major Parsons, Colonel Roberts, and Dr. Thorpe, met at Mr. O'Connor's premises in order to see if the matter could not be arranged. Mr. Plowden commented at some length on this part of the evidence, and the objection raised by Mr. O'Connor to give up the two corner-pieces proposed to be included in the Mall, as well as his claim to land in the front of the verandah, as well as his not signing the agreement of the 13th, drawn up by Major Parsons, as justifying the impression on Major Parsons' mind that Mr. O'Connor did not intend to keep to the agreement, and that he was determined to get a piece of the Mall. On the 14th Mr. O'Connor came to the kutcherry with a draft agreement drawn up by himself, which, Major Parsons, on looking over, saw revived the old question of encroachment on the Mall, which had been settled at the meeting of the 13th. The Court therefore would have no difficulty in arriving at the conclusion that Major Parsons was justified in his belief that Mr. O'Connor was not acting in good faith, and that the excavations made on the 10th and the 11th were made wilfully in order that he might derive some subsequent benefit therefrom. If Major Parsons was justified in drawing that inference, he was also justified in drawing the conclusion that a nuisance had been committed. It was immaterial that the consent of the Municipal Commissioners had been obtained in the first instance. What Mr. O'Connor was fined for was the continuance of the nuisance on the 10th and 11th; in having increased the nuisance after Major Parsons had reason to believe that the resolution had reached his hands. With reference to the irregular proceedings of that day, he (Mr. Plowden) would not then go into the question of malice, and not at all into the question whether Major Parsons was acting within his jurisdiction. Mr. O'Connor was fined Rs. 40, and paid the fine. It was tried by the plaintiff to make out some aggravating circumstances connected with the payment of the fine, but he considered that the Court could give little weight to that circumstance even if it occurred. As to what took place at the time of passing sentence there was a direct conflict of evidence. Mr. O'Connor stated that he was threatened with a fine of Rs. 200 for every day the Mall remained in its then state, and that Major Parsons, after enquiring whether he was not about to proceed to Calcutta, said that if he attempted to do so he would be imprisoned for six months. To this statement Major Parsons directly contradicted the first portion, and with regard to the second stated that he did not recollect enquiring whether Mr. O'Connor was going to Calcutta, but that he might have done so. Major Parsons also said that he did read out the order to Mr. O'Connor to restore the Mall within two days. To this statement Mr. O'Connor solemnly swore, not that he understood the order to mean anything else, but that no such order was given at all. Major Parsons insisted that the order was read out, that it was written by him in the record at the time of passing sentence, and that there could be no mistake. There could be hardly a doubt that Major Parsons did say what he said he did say, that Mr. O'Connor should restore the road within two days, or that he would be punished under section 291 of the Penal Code. Mr. Beltram's evidence was corroborative on this point, for he said that he heard the order given, and that he made a memorandum of it in his book. An attempt had been made to question the accuracy of that memo., but with the other entries in the book it was utterly impossible that it should have been fabricated for the purposes of this case. Mr. Beltram's whole demeanour in giving his evidence showed that he had a good deal more honesty and stupidity than knavery and cunning about him. Mr. Woodward's evidence was in no way inconsistent with Major Parsons' statement, for he left immediately after Major Parsons had fined Mr. O'Connor Rs. 40. Not a single witness had been examined who had ever heard from Mr. O'Connor that he had been threatened with six months' imprisonment and a fine of Rs. 200 a day. It was not likely that he would have held his tongue about it if he had received such a threat. Another thing suggested, and which would go in support of the plea of malice, was the threat of six months' imprisonment, and which would get rid of the fact of Major Parsons having given the order about restoring the road, and introduce a malicious threat on the part of Major Parsons to inflict the heaviest punishment in his power for an offence which might possibly be committed. The whole of this went to show, not only that such an order had been passed, as stated by Major Parsons, but that Mr. O'Connor had heard and thoroughly understood it. Mr. Plowden then turned to the proceedings of the 16th, and with regard to the question as to whether Mr. Beltram told Major Parsons of Mr. O'Connor's intention to go to Calcutta at the time he received the warrant, or before the warrant was issued, contended that Major Parsons' statement that Mr. Beltram told him on the way to kutcherry that Mr. O'Connor was about to proceed to Calcutta, and that it was on this account he issued the warrant, was the one most likely to be correct. Major Parsons had recorded it in the proceedings as his reason for issuing the warrant. With regard to what took place in the Court on the 16th, there was also a conflict of evidence. Mr. O'Connor said that which, if true, was a very serious matter, and which would go to show that Major Parsons had made a false record. He stated that no charge was read out to him, and that he was fined before he was allowed to say anything. Major Parsons produced his record to show what did take place on the 16th, in which a statement appears as made by Mr. O'Connor, from which it is evident that Major Parsons must have explained the order of the 14th to him. It was not necessary that a formal charge should be made in cases under chapter XV. of the Procedure Code, but that only the substance should be explained; and that this was done is clear from Mr. O'Connor's own remarks. Taking the whole facts of the case as they occurred from the 7th to the 16th February and the proceedings of the 14th and 15th, he (Mr. Plowden) asked whether Major Parsons had not at the time of passing sentence reasonable and probable cause to believe that the offence had been committed by Mr. O'Connor. Taking all things into consideration, was the Court prepared to say that Major Parsons had not reasonable and probable cause for believing that Mr. O'Connor had heard and understood, and wilfully disobeyed, the order of the 14th, and had committed the offence with which he was charged on the 10th under section 291 of the Penal Code? There were several other points which he (Mr. Plowden) had not yet mentioned which bore on the question of malice. It was not only necessary to prove malice, but the absence of reasonable and probable cause was also necessary. Some evidence of legal malice had been shown, but it was very slight. The first was with regard to these perpetual quarrels between Major Parsons and Mr. O'Connor. Both these gentlemen had been examined in Court, both very talkative—one extremely voluble, and the other extremely impatient. What was more likely when two such persons met, having opposite interests, than that a wordy war should take place. In such a case as this the malice thus shown was so small as to be almost imperceptible. With regard to the proceedings of the 18th February there was not an atom of evidence to show that Major Parsons had used personal influence on the two members of the committee who recorded their opinions after the close of the meeting, and thus committed an irregularity. Major Parsons had carried his point about the agreement which was drawn up as he approved of, and was it likely that he would for no object commit himself to get two persons to commit a gross irregularity? With regard to the issue of the warrant, Mr. Plowden maintained that Major Parsons had acted legally in issuing a warrant instead of a summons on learning that Mr. O'Connor was about to leave Simla. It was sufficient for Major Parsons to know that he was going away at the very time when he ought to have finished the restoring of the road, and which he had not touched. It was perfectly just of Major Parsons, if not actually his duty, to see that immediate steps were taken to bring Mr. O'Connor to punishment if it were clear to his mind that he meant to evade the order. As to any actual ill-will on the part of Major Parsons towards Mr. O'Connor, if there was any, he took a most extraordinary mode of showing it when Mr. O'Connor was in jail. Now, with regard to the subject of damages. No doubt Mr. O'Connor was sent to prison, but the Court should only consider the circumstance of the simple imprisonment. No aggravating circumstances regarding the imprisonment had been shown which should increase damages. With regard to the loss of health, about which so much was made by the other side, from Mr. Beltram's evidence it seemed that Mr. O'Connor did not suffer long. He was depressed one day, just after being taken to jail, as was natural; but he was all right again as soon as Dr. Jones prescribed him his brandy. At all events, Mr. O'Connor was in ruddy health at the present time. Major Parsons had supplied him with luxuries when in jail at his own risk. He had broken nearly every rule in the jail manual in allowing indulgences to Mr. O'Connor. He was allowed to smoke, drink, have his own food, see what friends he chose, and this all went against showing malice on Major Parsons' part. The only sum of direct damages which had been mentioned was the expense of Rs. 1,500, to which he had been put in order to get Major Parsons' sentence reversed. With regard to that point, he (Mr. Plowden) believed that Mr. O'Connor was entitled to special damages. But there must be a limit to these expenses, and he would ask the Court whether the sum expended was a reasonable one, and leave it to the Judge to fix the amount. With regard to another item, that of the loss through Messrs. Cooke and Kelvey, Mr. Plowden was of opinion that, on the face of it, it was quite impossible to fix the sum which the plaintiff was entitled to claim on this account, and, besides, it was a question whether Cooke and Kelvey were not liable for the money. If this was allowed, the defendant could not come upon Cooke and Kelvey afterwards, or recover the money from the plaintiff in the event of his doing so, and obtaining a judgment. Mr. O'Connor should have sued Cooke and Kelvey for the money long ago. Another question with regard to this claim was, that it did not follow the imprisonment. Mr. O'Connor was allowed all sorts of indulgences in jail, and was able to communicate with his friends in the outside world. He might easily have made arrangements in this way to have the work completed within contract time. Mr. Plowden concluded by stating that he was perfectly satisfied, willing, and content to leave the decision in the hands of the Court.

(TO BE CONTINUED.)

INDIAN ITEMS.

A THUNDER-STORM passed over Umballa on the 28th ult. The rain fell in torrents for more than an hour. The peals of thunder were loud and the flashes of lightning very vivid. The public roads were flooded with water during the thunderstorm. The lightning entered the hospital of the 72nd Highlanders, yesterday, killing a native and seriously injuring one of the patients.

THE EX-JAM OF LUSS BEYLA is still under surveillance at Hydrabad. By recent accounts he seems to be in good spirits and health, but this, perhaps, may be attributed to the daily allowance of Rs. 20 he receives from Government. Several policemen are placed at his disposal, more for the sake of keeping an eye on him, than to render him service; but the Jam, not quite understanding the drift of the authorities, considers this an honour!—*Our Paper*, July 28.

THE WUZZEER OF GUADUR.—We understand that the late Wuzzeer of Gwadur, who is still in confinement, as a political prisoner, in the Kurrachee jail, has written to Syud Toorkee, the Imam of Muscat, with a view to his making an overture to Government for his liberation. At the time the Wuzzeer was in office, the present Gwadur Chieftain and Syud Toorkee were not on friendly terms; and should differences still exist between them, it is possible that the latter's intercession on behalf of the Wuzzeer may prove successful.—*Ibid.*

THIEVING SEPOYS—The sepoys of the 2nd Belooch Regiment have been up to mischief again. Two of them were arrested last Saturday by the town inspector of police, whilst attempting to break open a house with intent to commit theft. The men will be tried shortly by a court-martial. We have been informed that during the current year several sepoys of the Beloochees were sentenced to various terms of imprisonment, chiefly for theft. Since the above was in type we heard that both of the sepoys alluded to above were tried by a court-martial yesterday; that one was acquitted, and the other sentenced to one year's rigorous imprisonment.—*Ibid.*

THE TICHBORNE CASE.

TUESDAY, JULY 4.

(CONCLUDED FROM YESTERDAY'S "GAZETTE.")

You told my learned friend that when you were shipwrecked you had on a ring with the Tichborne crest?—Yes. Did I say the Tichborne crest? If I did I must have made a mistake. I think I said it was a cornelian ring with R. C. T. upon it.

The Solicitor-General read from the evidence in chief to the effect that the ring had a red stone with a hind's head and wings, which was the Tichborne crest, and asked what his recollection was now?—I know my initials were upon it.

That is a mistake?—Yes, as regard the crest. R. C. T. was upon it. I had other rings with a crest on.

But this ring you sold in Melbourne?—Yes.

Then you wanted money?—Yes.

That was before you made your agreement with Mr. Foster?—Yes.

If you wanted money so badly as to part with your ring, why did you not go into some banker's, say who you were, and try and raise money by drawing upon Glyn's?—I might have gone to a hundred banks without getting it.

You did not do that. You preferred to part with your ring?—Yes.

That was the only ring you had?—Yes.

All the rest had gone to the bottom?—Yes.

Do you remember where you disposed of the ring?—Either in Elizabeth or Burke-street at a kind of jeweller's shop. I believe I tried to get evidence of that ring since. No evidence was given in the Australian commission about it. I told my advisers how I had disposed of it.

His Lordship—Had the other men who were saved any money?—I suppose not.

Was not there any attempt on the part of the captain or anybody else to get money for all or any of them?—I know nothing about the other men.

What inn at Winchester did the Tichbornes use?—I used to go to the White Hart. The George is the favourite inn.

Do you recollect that book?—I can't say that I do. It appears to have been given to me by Sir Edward Doughty's son, but many years ago. He was but a child when he died. (The small book was handed to the judge and jury.)

Who drew your own will before you left England?—Mr. Slaughter, I believe.

What counsel was employed?—Mr. Burroughs.

Did you see Mr. Burroughs on the subject of the will?—Yes, three or four different times regarding some alterations. I first determined on the substance of the will nine or ten months before it was finished. I believe I wrote out some instructions for the lawyers to put in proper shape. It was drawn out at Mr. Slaughter's, and afterwards continued by communication with him. Mr. Slaughter was present. No one else was present. It was left with him to put in proper legal shape. This was fully nine or ten months before the will was executed.

When the Court was rising for the mid-day adjournment, Mr. Sergeant Ballantine intimated that Mr. Stevens, a solicitor, was in attendance, under a subpœna *duces tecum* to produce the letters which Mr. Robertson Gladstone had stated in his communication had been in the possession of Mr. Gosford, and which he had left behind him. The learned counsel added that he did not know the contents of the letters, but he thought the best course would be to have them deposited with the clerk of the court.

After some discussion Mr. Thomas English Stevens was called, and said he was quite prepared to submit to his lordship's direction in regard to the documents.

Ultimately it was arranged that the letters should be given in evidence on the part of the plaintiff, the solicitors for him giving an indemnity to Mr. Stevens, who had a right of property in them, and it being understood that neither side should use them during the present cross-examination, and that they should remain sealed up in the meanwhile. A rather large box, done up in brown paper, and carefully sealed on all sides, was then produced, and deposited with the officer of the court.

You saw Mr. Slaughter on the subject of your will, and Mr. Burrows. Did you see anyone else?—As regards the will, I think not.

Am I to take that that you did not?—I don't remember seeing anyone else?

Then you did not?—I did not.

Lady Tichborne said in her letter to Mr. Gibbes, "I believe him to be my son notwithstanding what he told you about enlisting, and the other statements he made to you different from mine." Can you explain that?—No; I did not know such a letter had been written. I never made any statement to him about enlisting.

Then you can throw no light upon it?—No, I can't.

Mr. Gibbes was called by you, was he not?—I think not.

Did you ever tell Mr. Gibbes that you had been a private in a regiment for thirteen days?—No; I did not.

Is it untrue?—Yes, it is all untrue, if he stated so.

Were you asked where you were born, and said Dorsetshire? Did you ever say you were in the 66th?—Certainly not.

Then you never said you were a private?—I swear I did not, nor that I was born in Dorsetshire.

Had you said anything to Mr. Gibbes about Sir Vincent Gosford?—No, certainly not (laughing).

Can you account for Lady Tichborne thinking it necessary in her letter to explain that it was Mr. and not Sir Vincent Gosford who was the land agent?—No, not except Mr. Gibbes wrote it. I never told Mr. Gibbes my Paris preceptor was a Jesuit.

Have you any letters in your possession of Mr. Gibbes to yourself?—No.

In several of the letters read the other day to Lady Tichborne Mr. Gibbes begins by saying, "I write to your son by this mail." Where are the letters?—I have not got them. He did write to me, and very likely the letters are at Dawson's.

Have you destroyed them?—No, I think not. I haven't got them, that's certain.

Did you have many letters from him?—Two or three, perhaps.

Did you keep them or hand them over to Mr. Holmes?—I really don't know. I might still have them, for all I know.

But don't you know?—No.

Well, please try and get them for me.—Well, if you will give me to about next January, I'll try.

No; I'll give you till to-morrow morning.—I don't think I can do it; I'll try.

Was your wife born in England or the colony?—In the colony. Her father was a native of the colony, and her mother was a Dublin woman.

Then neither of the parents is English born?—No.

What calling was her father?—A builder, I believe, at Goulbourn.

You are quite sure your wife was not born in England?—No.

Sergeant Ballantine—How long did you know her before your marriage?

Witness—About seven months.

Sergeant Ballantine—Then you can't say where she was born. (Laughter.)

The Solicitor-General—Had she been married before?—No, she had not. She was born in Sydney.

Did you know Charles Pannell?—No.

Did you know a Mr. Henry Angell?—Yes; I met him at Mr. Holmes's. He was a friend of Arthur Orton's. He was one of the persons I mentioned in the Wagga will.

Do you recollect on the 15th July, 1868, seeing Mr. Pannell at Mr. Holmes's office with Mr. Angell?—No. I think I know the person you mean, but I did not see him at Mr. Holmes's office. I myself went to Clement's-lane, but Pannell and Angell did not come while I was there. Did Mr. Holmes introduce you by saying, "Sir Roger Tichborne, or, as some say, Arthur Orton?"—He did not. The interview took place at the New City Club, but there was no such introduction as that.

Were you a couple of hours at dinner?—Hardly so long as that.

Did some gentleman come in, sit down, and have a good deal of conversation alone?—I think not.

Did the gentleman say he would have to go to Liverpool next day, as he had had a telegram about South America?—Who was he?

Do you recollect any man coming at all?—No. (After a pause.) Oh, yes, I do. It was Mr. Anthony Norris. I took no particular notice of what he said.

Did you and Mr. Norris at last go away into a private room?—I believe so.

Did you see Mr. Pannell any more that night?—I think not.

Did Angell come to your room with a message that Mr. Pannell was quite ready to see you before he went away, and did you reply you would rather not see him that night?—I did not. I did not see either of them after I left the room.

Do you know William Jarvis, the keeper of the Sir Colin Campbell, Tower-hill?—I do not.

Do you know from Orton whether he is a friend of Orton's?—I never heard him mention the name. He knew John Jarvis.

Have you seen William Jarvis since the beginning of these proceedings?—I have not.

Did you ride a Shetland pony with him when you were a youth?—No, I never rode one in my life, to my remembrance.

Did you ever hear Arthur Orton say whether he had?—No, he never mentioned such a thing to me. Orton never told me what Jarvis was, but merely that he knew him.

And that was how the name got into the will?—Yes.

Did you know Mr. F. Whitbread, a farmer in Essex?—I did not.

Have you seen Mr. F. Whitbread since you came back?—I think not. I remember being at a shooting match at Ilford last spring, and put up at some inn, which might been the Greyhound.

Did you see this Mr. Frederick Whitbread there?—I tell you I don't know him.

Did you meet a man pretty full as you were going into the door, and turn immediately away from him?—No, I did not.

You did not turn away because Mr. Whitbread knew you in former years?—I tell you I never knew such a man. I never turned away from anyone there.

Did you notice a man afterwards observing you closely?—No; they all do that, I think. (Laughter.)

The Judge here interposed and said another large box, full of papers, and a smaller one, had been found.

Sergeant Ballantine said there would be plenty of time for the solicitors, on both sides, to examine the papers. This was another excellent reason for the adjournment as arranged. (A laugh.)

Cross-examined—I went to see my brother Alfred at Downside not long before I went away.

What do you mean by not long?—About a week.

How often had you been at Downside?—Only on that one occasion.

Whom did you see besides Alfred on that occasion?—I don't recollect seeing anyone else. No doubt there were others, but I don't remember now.

Where did you sleep?—I went on to Bath, and slept at the hotel—the White Lion, I think.

And that was the only time you were at Downside?—Yes, that was the only time.

Do you remember any remarkable conversations with Lady Doughty in the year 1851 and 1852 about her daughter?—No, not any in particular.

Do you remember meeting them in London in 1851, and going somewhere with them?—I have no recollection of meeting them in London then.

Or in 1852?—(After a long pause) I believe I went to the Exhibition with them.

What, the Academy?—The Academy, no. The Exhibition of 1851.

Is the list of your creditors filed in Bankruptcy true?—True, yes.

Did you prepare it?—No, of course not.

But you furnished the facts for the schedule, I suppose?—No, I think not.

You instructed your attorney?—No, I believe he found out his instructions—that is, I gave him the names of the creditors, and he found out the amount.

Did you not know the amounts yourself?—No.

Then is the schedule substantially correct as to the amounts you were indebted in and the persons?—Yes.

Sergeant Ballantine—Have you seen the contents of the schedule?—I have no remembrance of it.

The Solicitor-General—But you have signed the schedule. Have you not, then, had your attention called to it over and over again?—If you mean when you published it in the papers at Winchester, I have seen it. (Laughter.)

Will you swear you have not had your attention called to the schedule over and over again?—To tell you the truth, I don't remember ever seeing it. If you say I have signed it, I suppose I have done so.

I have the schedule here now. Did you owe F. F. Adams 300*l*.?—Yes, I think so. No doubt these amounts are quite correct, but if you were to ask me particulars now I doubt whether I could tell you. My attorney, Mr. Moogins, drew it up.

But you would not take Mr. Moogins's mere statement, would you, for this entry, "Bloxam, £15,000?"—I knew all about that.

How came you to owe that amount?—I don't think you have a right to ask me that.

Well, I think otherwise; what does the £15,000 represent?—I don't know that I have any right to answer the question.

After some hesitation and a remark from the Judge, witness said it was a bond he gave to Bloxam.

What for?—It was a security. He agreed to find me a house, and house rent and everything, until the end of this trial, and I gave him a bond for £15,000, which he now holds.

How much have you had out of it?—Do you mean how much in money? Why, not a shilling.

How much has he paid for you?—Some hundreds of pounds.

The Judge—I only ask for information, but I gathered from one or two letters that Lady Tichborne gave you an allowance?

Witness—Yes, my lord, but we are now speaking of since my return from South America on the last occasion.

The Judge—Then the bond was given in 1869?

Witness—Yes, my lord.

The Solicitor-General—Do you say that he has paid a few hundred pounds for you, and that you have given him a bond for £15,000, which appears in this schedule?—Yes.

How much do you think you have really had from him?—It is hard to say; I was living with my family in his house for a long while, and I was there myself for some time.

What is Mr. Bloxam?—What is he? A friend of mine. (Laughter.)

Yes, yes, but what is he besides?—What do you mean, as to position?

I do not. Is he what is called a wine merchant?—He was formerly, I believe, but I don't think he is now.

How did he get his money? Not by selling wine, did he?—Now I don't know what right you have to ask me how another person gets his money. I can tell you I have quite enough to do to look after myself.

If you do not know, I'll pass on?—Well, then, I don't know.

Has he had any of the Tichborne bonds to dispose of?—Yes, he has had a few to sell for me. [This question and all questions referring to the Tichborne bonds appeared to be immensely enjoyed by the people in court.]

Was he the originator of the Tichborne debenture scheme?—No, he was not.

Who set it on foot?—How set it on foot?

We had a paper here the other day you know about the Tichborne Joint Stock Company, capital £100,000. Who suggested it?—I don't believe there was anything at all about a Joint Stock Company in the paper.

I beg your pardon, here is the paper, and the words are "Mortgage Debenture Loan;" but I dare say you know very well what I mean?—Oh, yes, perfectly well. (Laughter.)

Now, then, who set it on foot?—On foot? Myself I suppose. That paper was printed for Messrs. Fearon, Clabon, and Fearon.

Do you mean to say that Fearon, Clabon, and Fearon, raised this loan?—No; they were to get it for me, and that paper was printed in consequence.

Did they finance it—produce the money, or what?—Produce the money? No, they did not.

Who financed the scheme?—What do you mean?

Who found the money?—What money? (Laughter.)

Very well; perhaps it is assuming too much to suppose that money was found. Did anybody find the money?—Well, I have sold a few of them since.

What have you raised upon them do you think?—I might have raised between £2,000 and £3,000.

Five per cent., issued at 65?—No answer.

Do you know anyone who has taken somewhat heavily of these Tichborne bonds? (Laughter)—No I do not (witness himself laughing.)

Mr. Guildford Onslow, has he taken any of these shares?—I do not think he has ever seen one even.

They were issued at 65, do you know what they are now? Are they quoted regularly on the share market? (Laughter.)—No.

Are they what is called ruling low or ruling high? (Laughter.)—It all depends how you hold 'em. (Laughter.)

Has the Bank of England taken much of them?—That I can't say.

Glyn's or Coutts'?—No answer.

Sergeant Ballantine—I think you may assume they have not, Mr. Solicitor; it is too speculative a matter. (Laughter.)

The Solicitor-General—Still you say you got £2,000, or £3,000?—I might.

I know you might; but what did you really get?—From time to time I think I have received what I mention.

Do you mean that you issue a few when you want a little money?—Yes.

Are they current things? Are they issued now?—They are not.

But you let any one who is so disposed have them I suppose?—Oh, yes—(laughter)—and what is more, I shall require to do so if this case is going to be postponed till November. (Laughter.)

When were they issued?—There is no "issue" about them. I just let a few private friends have them instead of a bill, and I might as well say to your lordship that these papers were printed, and Fearon, Clabon, and Fearon were going to take them, when my bankruptcy appeared in the newspapers, and that put an end to the matter, and the whole of the bonds were returned to me. Since then they have been sold principally to private friends.

Then it is a kind of thing you oblige your friends with these Tichborne bonds?—They need not take them unless they choose. (Laughter.)

J. Birch, £300. What is that?—Money advanced from time to time.

T. Birch, 97, Cornwall-gardens, £3,000. What is that?—Money advances.

Bulpit, £600; Baigent, £50; Barret, £500. What was that?—To pay for clothes I had at the funeral and money advanced.

S. Doyle, Reform Club, £3,000. What is that?—That's right enough. It was a portion of the £5,000 you spoke of.

How much did you get for the £3,000?—£1,000.

Falk, Esq., Portland-place, £1,500. Who is he?—I have met him once or twice.

Met him once or twice, and he lent you £1,500?—£1,500! No, nothing near that sum.

How much then?—Let me see, £1,500—Oh it would be £500.

Now we are getting amongst the lawyers. C. A. Govett, King's Bench-walk, Temple, £1,500—I never heard of him.

Can't you tell what it means?—I have not the slightest notion.

Gorton, Bedford-row, £500. What did you get for that?—I had to pay at the rate of £200 per cent.

J. Holmes, £5,293 14s. 8d. What was that for?—Money lent and balance of account.

Has any of that been paid?—No, I don't think it has.

Any of it cleared off by an execution?—I believe there was some.

Do you know what is still due?—The sum you named. The original amount was £5,700, and the execution brought it down.

Now comes the name of Hammond or Harwood, Esq., £3,000, and his address is G. Onslow, Esq. Who is he?—Why, it is Harwood.

Does he live with Mr. Onslow?—Oh, no; he is Mr Onslow's agent.

And he advanced you £3,000?—No, he didn't. He advanced me £1,000.

Lent you £1,000 for £3,000, did he, this gentleman who was introduced to you by Mr. Guildford Onslow?—Yes.

Charles Hingston, £4,572, and H. Hingston, £1,500. What is that for?—Money lent.

At the same rate?—Yes, 200, per cent., three months' bills bearing interest.

The Judge—If you gave a bond for £3000, and got £1,000, was the interest calculated upon the larger sum?—Yes; upon the £3,000.

The Solicitor-General—What I want to know is—is this 200 per cent. for three months' bills?—Oh, I hope not. (Laughter.) The bills were made at three months' for the purpose of registering them.

George Hicks, Wells, Somerset, £800. What was that?—That was for money lent.

Jenner and Knewstub, £2,000?—I think there is an exaggeration there.

I am reading from your own schedule. What do you say it is?—It includes some articles bought which are still there. They belonged to my brother, and I wished them to be kept there. There is no "money advanced" included there.

Is it for goods?—Yes; I have had my stationery there ever since I came home.

£2,000 would go a very long way in stationery, wouldn't it? (Laughter.)—I dare say it would.

What does the amount represent, then. Rings, dressing cases, &c.?—Dressing cases, I dare say, but no rings at all about it. I tell you what I bought is still there—a good deal of it. I don't know what they are.

The Judge—But just consider. If you bought £2,000 worth of goods, and they are there now, do you mean to say you do not know what they are?

Witness—No, my lord, I really don't know.

The Judge—Very well, very well.

Witness—Besides, I do not know what business the Solicitor-General has to ask me the question.

The Judge—That is another question altogether.

Cross-examination continued—Now, here is A. Lee, Gray's-inn-square, £1,000?—Yes, I believe, that's right. Money lent.

Am I to take it that whenever you speak of money lent you paid at the rate of 200 per cent. for it?—Generally so; but there may be exceptions.

Colonel Lushington, £1,000?—Very well, you need not put 200 per cent. there. No doubt I had the full amount.

Lipscomb, £300?—I don't think I owe Lipscomb £300. There must be some mistake about that.

I am leaving out the small sums, but here is Moogin, £3,000. What is that?—What is that? His bill, I suppose. He was my attorney. I can't tell how long he was so. Nicholls, Crutched-friars, £500, I know nothing about.

Then there is Guildford Onslow, Esq., M.P., £3,200. What does that represent?—That represents one of the five thousands.

What do you mean?—I gave him a bill for £3,000 for the thousand.

Then Mr. Harwood, the agent, and Mr. Onslow are down for bills of £6,000, are they?—I don't think Mr. Onslow himself had anything to do with it. It was all for the agent. I am sure Mr. Onslow has no interest in the matter whatever, except for the £200, which was £100 for a house and something else.

Then it is an arrangement between Mr. Guildford Onslow and his agent?—Yes.

Mr. Page, Wapping, £300?—That has nothing to do with me. It was a bill which I sold to Bloxam. The transaction was not at all between Page and me. He came down convinced. He came down convinced I was Arthur Orton. When he found I was not he bought the £300 bill. (Laughter.)

G. Reynolds, £500?—Yes, money lent.

Ropel, Esq., Inns of Court Hotel, £500?—That is partly for money lent, and partly hotel account. Dr. Reed, £100, means medical attendance. Sangster, £410, goods sold to me. Scarborough, Spring-gardens, £1,000 would be money lent or money paid for me. I don't exactly know what I got, but he paid my debts on several occasions. Perhaps I got £500 for the £1,000. Short, of Knightsbridge, £1,500 is bills that Bloxam sold him. Of course I had the money. Sewell, horse dealer, £210 is what I paid him for the mare I drive now. That was nearly four years ago. The item Scott, Esq. £100, ought not to have been put down. He very kindly sent me a cheque for the amount, and told me I was not to pay him back, but to let the money go to the County Hospital.

Here is Unwin Brothers, £3,003 8s. 0d. What is that?—I don't know what the three pound eight is for. (Laughter.)

I'll drop the three pound eight?—It was for money lent.

Another name which could not well be heard was mentioned. The amount was small, and witness said it was advanced on the distinct understanding that the loan would be repaid when he came into the estate. They broke the agreement, and made him bankrupt.

Amongst the smaller sums was Mr. Whalley, M.P., £25, at the mention of which there was some laughter.

Zuccani, of Euston-square, £2,000; what is that for?—For articles of furniture, for large plate, looking glasses, and for money lent.

All these items then are correct, with the exceptions you have pointed out?—Yes.

Before I pass on let me ask who drew this prospectus?—Not me.

Who prepared it?—Fearon, Clabon, and Fearon.

Of course it was submitted to your inspection, for I perceive there is an account of yourself—"The following are the incidents of Sir Roger Tichborne's life, &c.?"—No, I never read one of them myself, and I don't exactly know how you came to get that copy, as they are not circulating.

Do you mean to say you did not furnish these particulars?—No, I don't think I did.

Can you tell me whose handwriting this is (handing witness a small pamphlet)?—No answer.

Is it Mr. Guildford Onslow's?—I don't see the slightest resemblance to his handwriting here.

Were not copies of the pamphlet sent out with the prospectuses?—Very likely; I don't know.

Did you ever send out these pamphlets?—Very likely I may have given them away.

Have you any copies of them. They are extracts from some of the numerous affidavits, with preface and index—Yes, I believe I have some now.

Have you given them away largely?—No, not largely.

Was this the little book you used to send down to the persons of whom we hear they had copies of the affidavits? No, that little book was got up by Fearon and Co.

And is only connected with the debenture loan?—Just so.

The cross-examination now turned to the cheques and banking transactions.

I observe in this pass-book, which begins in March, 1867, and which is your account with the Croydon Union Bank, the first cheque is in favour of Carter. That is on the 15th of March; and the sum is £30?—Yes, that is right enough. I sent him up to the bank to get the money for me.

But on that same day there is a cheque drawn for yourself for £25?—Well, very likely; but you can tell nothing from these books because my mother used to have money from my cheques as her bankers were in town.

Sergeant Ballantine objected to the whole of the claimant's banking transactions being made the subject of cross-examination.

The Solicitor-General said he only intended to call attention to those transactions in which Carter and other persons of a similar kind in the case were immediately concerned.

The Judge—A cheque in Carter's name directly bears upon the case.

Sergeant Ballantine—Yes, my lord, if the cheque can be accepted as proving that the money was for Carter's own use.

Claimant—I never paid Carter by cheque at all, my lord.

A number of discarded cheque books, a bundle of used cheques, and a pass-book were produced, and after some examination it was found that the cheque for £30, upon which the witness had been questioned, although it was entered in the pass-book as "Carter," was, as shown by the cheque-book, for a person named Carter, an Australian friend, to whom money had been lent until colonial remittances had been received.

Sergeant Ballantine—This is an illustration of my argument. The pass-book and cheque prove nothing.

The Solicitor-General showed that, notwithstanding this admitted error, cheques for T. Carter were continually drawn.

Sergeant Ballantine—But I must ask for better evidence than this. The banker's clerk enters the name of persons from the cheque, and sometimes inaccurately.

The Witness—Whoever went for the money I always drew the cheque out in his name.

The Solicitor-General—But sometimes the cheque is in favour of "self."

Witness—Yes, that's all right. In that case I went myself.

Oh, you went yourself, did you?

Sergeant Ballantine—Surely there is nothing remarkable in that—I do it myself sometimes.

The Solicitor-General—Now, I am not cross-examining you, Sergeant.

Sergeant Ballantine—I should be very tired of it if you were. (Laughter.)

The Solicitor-General resuming the cross-examination—In the course of the year 1867 I find twenty cheques in favour of Carter?—Then that ought to prove that what I am telling you is the truth.

Do you mean to tell me that in the case of these cheques you used Carter's name merely to get the money for yourself?—I mean to say that not one of these cheques is for Carter himself, but merely drawn in his name that the money should be paid to him as my servant, to be brought to me.

Here are four cases where the cheque is made out to "self." Did you in each of those cases go and get the money yourself?—No, I don't say so. I never stick to a rule in anything. I dare say most times I did go myself.

Does the answer you have made as to Carter apply also to Bogle?—Yes; or any one else who was handy at the time.

Does the same answer apply to Rous?—I think so. Yes, it would possibly be so.

Sergeant Ballantine, who had been rummaging amongst the pile of cheques, here found out a cheque upon which was written "Thomas Carter, for self;" and, after some little altercation between the learned counsel, during which the Solicitor-General said he was not satisfied, because he was conducting the cross-examination in his own way, and possibly did not believe the claimant's explanation, the dispute was ended by a remark from the Chief Justice virtually supporting Sergeant Ballantine's view.

Thereupon the Court adjourned.

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